



# भारत का राजपत्र The Gazette of India

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नई दिल्ली, शनिवार, फरवरी 25, 1995/फाल्गुन 6, 1916

No. 8]

NEW DELHI, SATURDAY, FEBRUARY 25, 1995/PHALGUNA 6, 1916

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

कार्मिक लोक शिकायत एवं पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 9 फरवरी, 1995

MINISTRY OF PERSONNEL PUBLIC GRIEVANCES  
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 9th February, 1995

का. मा. 499—केंद्रीय सरकार दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित, प्रवर्तन शक्तियों का प्रयोग करते हुए, त्रिपुरा राज्य सरकार की सहमति से, जो उनके गृह विभाग, अगर्तला की अधिसूचना संख्या-एफ 1(78)-पी.डी./86, दिनांक 5-11-94 द्वारा दी गई थी, दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों एवं अधिकारिता का विस्तार, जाली करेंसी नोट में संबंधित मामलों, पुलिस स्टेशन पश्चिम अगर्तला के मामला सं. 66/94 एवं पुलिस स्टेशन धर्मनगर के मामला संख्या-38/94 के अन्तर्गत भारतीय दण्ड संहिता की धारा 489(अ), (ब), (ग) के अपराधों के लिए पूरे त्रिपुरा राज्य पर करती है।

[संख्या-228/54/94-ए.पी.डी.-II]

एस. एस. राजन, अवर सचिव

S.O. 499.—In exercise of the powers conferred by section 5 read with section 6 of Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of Government of Tripura Home Department, No. F. 1(78)-PS/86, Agartala, dated 5-11-1994 hereby extends the powers and jurisdiction of members of Delhi Special Police Establishment to the whole of the State of Tripura for investigation of offences punishable under section 489(A), (B), (C) of IPC relating to counterfeit currency in regard to West Agartala, P. S. case No. 66/94 and Dharmnagar P. S. case No. 36/94.

[No. 228/54/94-AVD.II]

S. SOUNDAR RAJAN, Under Secy.

नई दिल्ली, 9 फरवरी, 1995

का. आ. 500.—केन्द्रीय सरकार, श्री. एन. नटराजन, सीनियर एडवोकेट, मद्रास को बंड प्रक्रिया, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्द्वारा दिल्ली विशेष पुलिस स्थापना मामले संख्या आर. सी. 5(एस.)/91-एस. आई. यू. (5) के संबंध में माननीय ट्रायल न्यायालय एवं अपीलीय न्यायालयों द्वारा दिल्ली में कार्यवाहियों के संचालन हेतु विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[संख्या 225/3/95-ए.पी.डी.-II]

एस. सौंदर राजन, अवर सचिव

New Delhi, the 9th February, 1995

S.O. 500.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedures 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri N. Natarajan, Senior Advocate, Madras as Special Public Prosecutor for the purpose of conducting prosecution of case No. RC. 5(S)/91-SIU(V), CBI, New Delhi in the Competent Trial Courts as well as in the Appellate Courts at Delhi.

[No. 225/3/95-AVD.II]

S. SOUNDAR RAJAN, Under Secy.

## वित्त मंत्रालय

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 7 फरवरी, 1995

का. आ. 501.—निक्षेप बीमा एवं प्रत्यय गारंटी निगम अधिनियम, 1961 (1961 का 47) की धारा 6 की उपधारा (2) के साथ पठित धारा 6 की उपधारा (1) के खण्ड (क) के उपबंधों के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा निम्नलिखित व्यक्तियों को निक्षेप बीमा एवं प्रत्यय गारंटी निगम के बोर्ड में निदेशकों के रूप में नामित करती है :—

- |                              |             |                            |
|------------------------------|-------------|----------------------------|
| 1. प्रबंध निदेशक             | के स्थान पर | अध्यक्ष एवं प्रबंध निदेशक, |
| भारतीय स्टेट बैंक            |             | पंजाब नेशनल बैंक           |
| 2. अध्यक्ष एवं प्रबंध निदेशक | के स्थान पर | अध्यक्ष एवं प्रबंध निदेशक  |
| इलाहाबाद बैंक                |             | कार्पोरेशन बैंक            |

[एफ. सं. 7/2/91-बी.प्रो. I]

के. के. मंगल, अवर सचिव

## MINISTRY OF FINANCE

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 7th February, 1995

S.O. 501.—In pursuance of the provisions of clause (e) of sub-section (1) of section 6, read with sub-section (2) of section 6 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), the Central Government, after consultation with Reserve Bank of India, hereby nominates the following persons as directors on the Board of the Deposit Insurance and Credit Guarantee Corporation :—

- |  |      |  |
|--|------|--|
| (1) Chairman & Managing Director, Punjab National Bank | vice | Managing Director, State Bank of India         |
| (2) Chairman & Managing Director, Corporation Bank     | vice | Chairman and Managing Director, Allahabad Bank |

[F. No. 7/2/91-BO.I]

K. K. MANGAL, Under Secy.

नई दिल्ली, 13 फरवरी, 1995

का. आ. 502.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, श्री दलबीर सिंह, वर्तमान महाप्रबंधक पंजाब एण्ड सिंध बैंक, को उनके कार्यभार ग्रहण करने की तारीख से पांच वर्ष की अवधि के लिए, देना बैंक के पूर्णकालिक निदेशक (कार्यकारी निदेशक के रूप में पदनामित) के रूप में नियुक्त करती है।

[मं. एफ. 9/26/94-बी.प्रो. I]

के. के. मंगल, अवर सचिव

New Delhi, the 13th February, 1995

S.O. 502.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Dalbir Singh, presently General Manager, Punjab & Sind Bank as a whole-time Director (designated as the Executive Director) of Dena Bank for a period of five years from the date of his taking charge.

[F. No. 9/26/94-BO.I]

K. K. MANGAL, Under Secy.

## मानव संसाधन विकास मंत्रालय

(संस्कृति विभाग)

नई दिल्ली, 5 दिसम्बर, 1994

का. आ. 503.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में मानव संसाधन विकास मंत्रालय, संस्कृति विभाग के अधीन निम्नलिखित कार्यालय को, जिसके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

- (1) राष्ट्रीय अभिलेखागार, भारत  
जनपथ, नई दिल्ली-110001

[मं. 1-1/93-हिन्दी]

राजेश्वर सिंह, उप निदेशक (राजभाषा)

## MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Culture)

New Delhi, the 5th December, 1994

S.O. 503.—In pursuance of sub-rule (4) of Rules 10 of the Official Language (use for official purpose of the Union) Rules, 1976, the Central Government hereby notifies the following office under the Ministry of Human Resource Development, Department of Culture, more than 80 per cent staff of which has acquired working knowledge of Hindi :—

National Archives of India,  
Janpath,  
New Delhi-110001.

[No. 1-1/93-Hindi]

RAJENDRA SINGH, Dy. Director (O.L.)

## कोयला मंत्रालय

नई दिल्ली, 7 फरवरी, 1995

का. आ. 504.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपावद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है,

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. एस.ई.सी.एल./जी.एम.(पी.एल.जी.)/लैंड 142 तारीख 14 दिसम्बर, 1994 का निरीक्षण साउथ ईस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग) सीपत रोड, बिलासपुर-495001 के कार्यालय में या कलक्टर गड़होल (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितवद्ध सभी व्यक्ति उक्त अधिसूचना की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के भारत के राजपत्र में प्रकाशन की तारीख से नव्वे दिन के भीतर, भार साधक अधिकारी/विभागाध्यक्ष (राजस्व) साउथ ईस्टर्न कोलफील्ड्स लि., सीपत रोड, बिलासपुर को भेजेंगे।

अनुसूची

शीतलधारा और सोमना ब्लाक

हसदेव क्षेत्र

जिला—गड़होल (मध्य प्रदेश)

[रेखांक संख्यांक एस.ई.सी.एल./बी.एस.पी./जी.एम.(पी.एल.जी.)/लैंड/142]

तारीख 14 दिसम्बर, 1994

(पूर्वेक्षण के लिए अधिसूचित भूमि दर्शाते हुए)

क्रम संख्यांक	ग्राम/मौजा	बंदोबस्त संख्यांक	पटवारी हल्का संख्यांक	तहसील	जिला	हेक्टर में क्षेत्र	टिप्पणियाँ
1	2	3	4	5	6	7	8
1.	डॉगरिया-कला	398	21	कौतमा	गड़होल	625.937	पूर्ण
2.	नगराबांध	515	22	कौतमा	गड़होल	217.802	पूर्ण
3.	बेलिया-छोट	646	22	कौतमा	गड़होल	550.452	पूर्ण
4.	रेउन्दा	895	23	कौतमा	गड़होल	518.835	भाग
5.	कौरजा	126	20	कौतमा	गड़होल	477.755	भाग
6.	कौतापारा	84	21	कौतमा	गड़होल	206.190	पूर्ण

कुल :

2596.971

हेक्टर  
(लगभग)

या

6417.11

एकड़  
(लगभग)

सीमा वर्णन :

क—ख	रेखा ग्राम कैना पारा, सोमनाटोला, लौहसरा की सम्मिलित सीमा पर बिन्दु “क” से आरंभ होती है और ग्राम कैनापारा, नगराबांध की पूर्वी सीमा के साथ-साथ जाती है फिर ग्राम कौरजा की उत्तरी सीमा के साथ-साथ जाती है तथा बिन्दु “ख” पर मिलती है।
ख—ग—घ	रेखा ग्राम कौरजा, रेउन्दा से होकर जाती है और बिन्दु “घ” पर मिलती है।
घ—ङ—च—छ	रेखा ग्राम रेउन्दा की दक्षिणी सीमा, पिण्चमी सीमा के साथ-साथ जाती है फिर ग्राम बेलिया छोट की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु “छ” पर मिलती है।
छ—ज	रेखा ग्राम बेलिया छोट, डोंगरिया कला की पश्चिमी सीमा के साथ-साथ जाती है और बिन्दु “ज” पर मिलती है।
ज—झ—क	रेखा ग्राम डोंगरिया-कला, कैनापारा की उत्तरी सीमा के साथ-साथ जाती है और आरंभिक बिन्दु “क” पर मिलती है।

[फा. सं. 43015/29/94-एल.एस. डब्लू.]

नरेन्द्र भगत, निदेशक

## MINISTRY OF COAL

New Delhi, the 7th February, 1995

S.O. 504.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing number SECL/GM(PLG)/Land/142 dated 14th December, 1994 of the area covered by this notification can be inspected in the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495001 or in the office of the Collector, Shahdol (Madhya Pradesh), or in the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue) South Eastern Coalfields Limited, Seepat Road, Bilaspur within ninety days from due date of publication of this notification in the Gazette of India.

## SCHEDULE

## SHEETALDHARA AND SOMNA BLOCKS

## HASDEO AREA

## DISTRICT—SHAHDOL (MADHYA PRADESH)

[Plan number SECL/BSP/GM/(PLG)/Land/142]

dated 14th December, 1994

(Showing land notified for prospecting)

S. No.	Village/Mouza	Settlement number	Patwari Halka number	Tahsil	District	Area in hectares	Remarks
1.	Dongaria-Kala	398	21	Kotma	Shahdol	625.937	Full
2.	Nagarbandh	515	22	Kotma	Shahdol	217.802	Full
3.	Bella-Chhot	646	22	Kotma	Shahdol	550.452	Full
4.	Rewnda	895	23	Kotma	Shahdol	518.835	Part
5.	Korja	126	20	Kotma	Shahdol	477.755	Part
6.	Kenapara	84	21	Kotma	Shahdol	206.190	Full

Total :— 2596.971  
hectares  
(approximately)  
or  
6417.11 acres  
(approximately)



## Boundary description :

A—B	Line starts from point 'A' on the common boundary of villages Kenapara, Somnatola, Lohsara and passes along the eastern boundary of villages Kenapara, Nagarebarch then northern boundary of village Korja and meets at point 'B'.
B—C—D	Line passes through village Korja, Rewnda and meets at point 'D'.
D—E—F—G	Line passes along the southern boundary, western boundary of village Rewnda then southern boundary of village Belia-Chhot and meets at point 'G'.
G—H	Line passes along the western boundary of village Belia-Chhot, Dongaria-Kala and meets at point 'H'.
H—I—A	Line passes along the northern boundary of villages Dongaria-Kala Kenapara and meets at the starting point 'A'.

[No. 43015/29/94-LSW]

N. BHAGAT, Director

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 11 फरवरी, 1995

का. आ. 505.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3, उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस अधिसूचना का. आ. सं. 842(अ) तारीख 24-11-94 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय गैस अथॉरिटी आफ इण्डिया लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## बाद-अनुसूची

## एच. बी. जे. अपग्रेडेशन पाइप लाइन प्रोजेक्ट

जिला	तहसील	परगना	मीजा	गाटा संख्या	अर्जित क्षेत्र बीघा/एकड़/हेक्टर	अन्य विवरण
1	2	3	4	5	6	7
साहजहापुर	साहजहापुर	जामौर	पिपरीला-	27	0.0820	
			अहमदपुर	29	0.0488	
				55	0.1288	
				26	0.0316	
				25	0.0008	
				24	0.0010	
				23	0.0648	
				22	0.0360	
				56	0.0387	
				9	0.4325	हेक्टेअर
				या	1.0687	एकड़
				या	1-14-4	बीघा

[सं. एल-14016/13/94-जी. पी.]

अर्धेन्दु सेन, निदेशक

## MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 11th February, 1995

S.O. 505.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 842(E) dated 24-11-94 under sub-section (1) of section of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government.

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declare that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of section, the Central Government directs that the right of user in the lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

## CASE SCHEDULE

## H.B.J. Upgradation Pipe Line Project

District	Tehsil	Pargana	Village	Plot No.	Acquired Area in Bigha/Acres	Remarks
1	2	3	4	5	6	7
Shahjahanpur	Shahjahanpur	Jamaur	Piprole-Ahmedpur	27	0.0820	
				29	0.0488	
				55	0.1288	
				26	0.0316	
				25	0.0008	
				24	0.0010	
				23	0.0648	
				22	0.0360	
				56	0.0387	
				9	0.4325	Hectares
				OR	1.0687	Acres
				OR	1—14—4	Bigha

[No. L-14016/13/94-G.P.]

ARDHENDU SEN, Director

नई दिल्ली, 11 फरवरी, 1995

का. आ. 506.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस अधिसूचना का. आ. सं. 2265, तारीख 13-9-94 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों की बिछाने के लिए अर्जित करने का अपना आशय कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिवृत्तना में संलग्न अनुसूची विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय गैस अथॉरिटी आफ इण्डिया लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

#### बाद अनुसूची

#### एच.बी.जे. अपग्रेडेशन पाइप लाइन प्रोजेक्ट

जिल्हा	तहसील	परगना	मौजा	गाटा संख्या	अर्जित क्षेत्र हेक्टेअर	अन्य विवरण
1	2	3	4	5	6	7
मथुरा	मथुरा	मथुरा	शाहपुर चैनपुर	223	0.0180	
				225	0.1180	
				224	0.0060	
				226	0.0030	
				227	0.1600	
				212	0.0600	
				228	0.0020	
				211	0.1900	
				210	0.0020	
				208	0.0530	
				209	0.2200	
				1104	0.0940	
				1086	0.0040	
				1037	0.0960	
				1094	0.0860	
				1095	0.0080	
				1093	0.1200	
				1096	0.0980	
				1092	0.0600	
				1091	0.0080	
				1071	0.0480	
				1072	0.1110	
				1073	0.0200	
				1063	0.0600	
				1062	0.1200	
				1061	0.1600	
				1060	0.0030	
कुल योग				27	1.9420	हेक्टेअर
				या	4.797	एकड़
				या	07-13-09	बीघा

1	2	3	4	5	6	7
मधुरा	मधुरा	मधुरा	पुरा	5	0.1800	
				3	0.0180	
				2	0.0100	
				1	0.2400	
				13	0.0240	
				14अ	0.6200	
			योग	6	1.0920	हेक्टेयर
				या	2.697	एकड़
				या	4-06-06	बीघा
मधुरा	मधुरा	मधुरा	साहपुर	131	0.0890	
			जाटान	130	0.0604	
				129	0.0340	
				124	0.0408	
				123	0.3488	
				126	0.2576	
				117	0.3990	
				119	0.1740	
				101	1.2258	
				118	0.0628	
				20	0.0196	
				21	0.4020	
				24	0.0640	
				25	0.0884	
				26	0.0460	
				27	0.0850	
				28	0.0460	
				14	0.1100	
				15	0.0044	
				6	0.0180	
				11	0.2060	
				12	0.1500	
				10	0.2090	
				9	0.0360	
			योग	24	4.1766	हेक्टेयर
				या	10.316	एकड़
				या	16-10-02	बीघा

1	2	3	4	5	6	7
मथुरा	मथुरा	मथुरा	झपरा	118	0.4800	
				99	0.0080	
				97	0.1600	
				98	0.0060	
				94	0.3800	
				95	0.0840	
				93	0.3530	
				87	0.1950	
				90	0.2400	
				89	0.0060	
				69	0.5400	
				68	0.0280	
				30	0.4800	
				22	0.0600	
				23	0.2520	
				25	0.0240	
				24	0.2520	
				07	0.2700	
				06	0.0900	
			कुल योग	19	3.9080	हेक्टेयर
			या		9.653	एकड़
			या		15-08-17	बीघा
मथुरा	मथुरा	मथुरा	नगला गज्जू	381	0.0060	
				382	0.0440	
				380	0.2160	
				368	0.7200	
				364	0.0060	
				354	0.1050	
				384	0.1300	
				352	0.0500	
				351	0.0030	
				350	0.0180	
				349	0.0030	
				348	0.0600	
				353	0.0600	
			योग	13	1.4210	हेक्टेयर
			या		3.509	एकड़
			या		05-12-06	बीघा

1	2	3	4	5	6	7
मथुरा	मथुरा	मथुरा	माधुरी-कुण्ड	199	0.0506	
				308	0.1860	
				311	0.0012	
				312	0.0432	
				313	0.0960	
				314	0.1360	
				310	0.0080	
				929	0.3200	
				953	0.0200	
				939	0.1800	
				940	0.1380	
				941	0.0530	
				916	0.0030	
				920	0.0100	
				918	0.0060	
				917	0.0030	
				915	0.4920	
				908	0.0030	
				907	0.0060	
				903	0.1380	
				904	0.1800	
				900	0.1720	
				899	0.0030	
				898	0.0500	
			कुल योग	24	2.2980	हेक्टेयर
				या	5.676	एकड़
				या	09-01-12	बीघा
मथुरा	मथुरा	मथुरा	बक सामन्त	32	0.1995	
				33	0.1260	
				29	0.2640	
				30	0.0030	
				35	0.0210	
			योग	5	0.6135	हेक्टेयर
				या	1.516	एकड़
				या	02-08-10.5	बीघा

1	2	3	4	5	6	7
मथुरा	मथुरा	मथुरा	नगला सामन्त	131	0.3920	
				130	0.0030	
				132	0.0700	
				129	0.0480	
			योग	4	0.5130	हेक्टेयर
				या	1.267	एकड़
				या	02-00-11	बीघा
मथुरा	मथुरा	मथुरा	बेरुका	34	0.2100	
				33	0.2350	
			कुल योग	2	0.4450	हेक्टेयर
	5			या	1.099	एकड़
				या	01-15-03	बीघा
मथुरा	मथुरा	मथुरा	भदाल इच्छा	कार्टे ट्रैक		
				181	0.1200	
				183	0.0380	
				182	0.0840	
			योग	3	0.2420	हेक्टेयर
				या	0.598	एकड़
				या	00-19-02	बीघा
मथुरा	मथुरा	मथुरा	गोपालपुर	19	0.0030	
				20	0.0160	
				18	0.0030	
				17	0.3300	
				11	0.0060	
				10	0.0030	
				9	0.1350	
				7	0.3430	
				6	0.2020	
				1	0.1550	
			योग	10	1.1960	हेक्टेयर
				या	2.954	एकड़
				या	04-14-06	बीघा

[सं. एन-14016/3/94-जी. पी.]

अर्थेन्कु सैन, निदेशक

New Delhi, the 11th February, 1995

S.O. 506.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 2265 dated 13-9-94 under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 5 of the said Act, submitted report to the Government.

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declare that the right of user in the said lands specified in the schedule appended to this notification hereby acquire for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

## CASE SCHEDULE

## H.B.J. Upgradation Pipe Line Project

District	Tehsil	Pargana	Village	Plot No.	Acquired Area in Hectare	Remarks			
1	2	3	4	5	6	7			
Mathura	Mathura	Mathura	Shahpur Chenpur	223	.0180				
				225	.1180				
				224	.0060				
				226	.0080				
				227	.1600				
				212	.0600				
				228	.0020				
				211	.1900				
				210	.0020				
				208	.0580				
				209	.2200				
				1104	.9960				
				1086	.0060				
				1087	.0960				
				1094	.0860				
				1095	.0080				
				1093	.1200				
				1096	.0980				
				1092	.0600				
				1091	.0080				
			Shapur Chenpur	1071	.0480				
				1072	.1110				
				1073	.0200				
				1063	.0600				
				1062	.1200				
				1061	.1600				
				1060	.0030				
				Total			27	1.9420	Hectare
							or	4.797	Acres
							or	07-13-09	Bigha



1	2	3	4	5	6	7
Mathura	Mathura	Mathura	Pura	5	0.1800	
				3	0.0180	
				2	0.0100	
				1	0.2400	
				13	0.0240	
				14A	0.6200	
			Total	6	1.0920	Hectare
				Or	2.697	Acres
				Or	04-06-06	Bigha
			Jhapra	118	.4800	
				99	.0080	
				97	.1600	
				98	.0060	
				94	.3800	
				95	.0840	
				93	.3530	
				87	.1950	
				90	.2400	
				89	.0060	
				69	.5400	
				68	.0280	
				30	.4800	
				22	.0600	
				23	.2500	
				25	.0240	
				24	.2520	
				07	.2700	
				06	.0900	
			Total	19	3.9080	Hectare
				Or	9.653	Acres
				Or	15-08-17	Bigha
			Shahpur	131	0.0890	
			Jatan	130	0.0604	
				129	0.0340	
				124	0.0408	
				123	0.3488	
				126	0.2576	
				117	0.3990	
				119	0.1740	
				101	1.2258	
				118	0.0628	
				20	0.0196	
				21	0.4020	
				24	0.0640	
				25	0.0884	
				26	0.0460	
				27	0.0850	
				28	0.0460	
				14	0.1100	

1	2	3	4	5	6	7
		Shahapur Jatan (Contd.)	15	0.0044		
			6	0.0180		
			11	0.2060		
			12	0.1500		
			10	0.2090		
			9	0.0360		
		Total	24	4.1766	Hectare	
			Or	10.316	Acres	
			Or	16-10-02	Bigha	
		Nagla Gaju	381	0.0060		
			382	0.0440		
			380	0.2160		
			368	0.7200		
			364	0.0060		
			354	0.1050		
			353	0.0600		
			384	0.1300		
			352	0.0500		
			351	0.0030		
			350	0.0180		
			349	0.0030		
			343	0.0600		
		Total	13	1.4210	Hectares	
			Or	3.509	Acres	
			Or	05-12-06	Bigha	
		Madhuri Kund	199	0.0506		
			308	0.1860		
			311	0.0012		
			312	0.0432		
			313	0.0960		
			314	0.1360		
			310	0.0080		
			929	0.3200		
			953	0.0200		
			939	0.1800		
			940	0.1380		
			941	0.0530		
			916	0.0030		
			920	0.0100		
			918	0.0060		
			917	0.0030		
			915	0.4920		
			908	0.0030		
			907	0.0060		
			903	0.1380		
			904	0.1800		
			900	0.1720		
			899	0.0030		
			898	0.0500		
		G. Total	24	2.2980	Hectares	
			Or	5.676	Acres	
			Or	09-01-12	Bigha	

1	2	3	4	5	6	7
Mathura	Mathura	Mathura	Chak Samant	32	0.1995	
				33	0.1260	
				29	0.2640	
				30	0.0030	
				35	0.0210	
			Total	5	0.6135	Hectares
				Or	1.516	Acres
				Or	02-08-10.5	Bigha
			Nagla Samant	131	0.3920	
				130	0.0030	
				132	0.0700	
				129	0.0480	
			Total	4	0.5130	Hectares
				Or	1.267	Acres
				Or	02-00-11	Bigha
			Beruka	34	0.2100	
				33	0.2350	
			Total	2	0.4450	Hectares
				Or	1.099	Acres
				Or	01-05-03	Bigha
			Bhadal luchha	Cart Track	0.1200	
				183	0.0380	
				182	0.0840	
			Total	3	0.2420	Hectare
				Or	0.598	Acres
				Or	00-19-02	Bigha
			Gopal Pur	19	0.0030	
				20	0.0160	
				18	0.0030	
				17	0.3300	
				11	0.0060	
				10	0.0030	
				9	0.1350	
				7	0.3430	
				6	0.2020	
				1	0.1550	
			Total	10	1.1960	Hectare
				Or	2.954	Acres
				Or	14-06	Bigha

गई दिल्ली, 11 फरवरी, 1995

का.आ. 507.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस अधिसूचना का.आ. सं. 2567 तारीख 15-9-94 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों की बिछाने के लिए अर्जित करने का अपना आशय कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय गैस अथॉरिटी आफ इण्डिया लि. में सभी बाधाओं से मुक्त रूप से घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## वाक अनुसूची

## एच. बी. जे. अपप्रेडेशन पाइप लाइन प्रोजेक्ट

जिला	तहसील उपमंडल	परगना	मौजा	गाटा संख्या कीला नं.	अर्जित क्षेत्र. कनाल मरला बीघा/एकड़/हेक्टर.	अन्य विवरण
1	2	3	4	5	6	7
फरीदाबाद	पलवल	पलवल	जलहाका	4/15	1—17	
				26	0—2	
				16/1	2—0	
				16/2	0—7	
				25/1	2—18	
				24	0—1	
				6/4	0—12	
				5	2—8	
				6	1—17	
				7	1—3	
				14/2	1—13	
				15/1	0—7	
				15/2	0—10	
				15/3	0—6	
				15/4	0—5	
				16	1—2	
				17	1—18	
				6/24	2—10	
				25	0—10	
				13/14	2—18	
				5/1	0—2	
				7/1	1—8	

1	2	3	4	5	6	7
फरीदाबाद	पलवल	पलवल	जहलका	7/2	1--12	
				14	2--18	
				17	3--0	
				24/1	0--15	
				24/3	2--2	
				26	0--3	
				19/4	2--14	
				5/1	0--1	
				7/1	0--16	
				7/2	0--19	
				6	0--5	
				19/15	0--15	
				14/2	2--6	
				16	0--18	
				17	2--2	
				24	1--9	
				25	1--3	
				26	0--8	
				26/4	1--10	
				5	1--8	
				6	1--10	
				7	1--9	
				14	1--9	
				15	1--10	
				16	1--10	
				17	1--9	
				24	1--10	
				25	1--10	
				34/4	1--10	
				5	1--10	
				6	1--10	
				7	1--10	
				34/14	1--10	
				15	1--10	
				16	1--10	
				17	1--10	
				24	1--10	
				25	1--10	
				38/4	1--10	
				5/1	1--8	
				6	1--3	
				7	1--10	
				14	1--10	
				15	1--8	
				16	1--10	
				17	1--10	
				24	1--10	

1	2	3	4	5	6	7
			जहलका पालू	25	1—10	
				45/4	1—10	
				5/1	1—10	
				6	1—10	
				7/1	1—10	
				14/2	1—10	
				16	1—10	
				16	1—10	
				17	1—10	
				24	1—10	
				25	1—0	
				47/4	0—15	
				5	0—2	
				63	0—9	
				139	0—4	
				74	0—8	
				67	1—0	
				140	0—2	
				76	0—7	
				योग	131—1	
				एकड़	11.131	
				हेक्टर	5.720	
करीदाबाद	पलवल	पलवल	कुनिना	35/5	0—10	
				36/4	0—10	
				5	1—8	
				16	1—4	
				17	1—16	
				24	1—19	
				25	1—1	
				44/4	2—0	
				3	1—0	
				6/2	0—15	
				7	2—5	
				14/2	2—5	
				15	0—11	
				16/2	0—7	
				17/1	1—4	
				17/2	1—9	
				24	2—15	
				25/7	0—4	
				25/3	0—1	
				46/4	2—17	
				5	0—3	
				6	0—2	
				7	2—18	
				14	2—18	

1	2	3	4	5	6	7
फरीदाबाद	पलवल	पलवल	सुजवाडी	15	0—2	
				16	0—1	
				17	1—9	
				52	6—0	
				44/14/1	0—4	
				योग	40—3	
				एकड़	5.018	
				हेक्टर	2.031	
				21/10/1	1—8	
				10/2	0—10	
				11/1	1—3	
				11/2	1—17	
				20	3—0	
				21	3—0	
				22/1	3—0	
				10/1/1	1—10	
				10/1/2	1—4	
				11	3—0	
				20/1	2—19	
				20/2	0—1	
				21	2—19	
				22/2	0—1	
				33/1	2—18	
				2	0—2	
				10/1	1—16	
				10/2	1—0	
				11/1	0—9	
				11/2	0—5	
				11/3	0—1	
				302	0—6	
				योग	32—9	
				एकड़	4.056	
				हेक्टर	1.642	
फरीदाबाद	पलवल	पलवल	डाडोता	9/7	1—14	
				14	3—0	
				17	2—8	
				23	0—2	
				24	2—5	
				12/3/1	0—2	
				3/2	0—14	
				4	2—5	
				7	2—18	
				8	0—2	

1	2	3	4	5	6	7
				14	3—0	
				17	3—0	
				24	3—0	
				19/4	1—9	
				7	0—1	
				35	0—12	
				योग	26—12	
				एकड़	3. 325	
				हेक्टर	1. 345	
फरीदाबाद	पलवल	पलवल	ग्रामपुर	8/17	1—10	
				24	3—0	
				19/4	3—0	
				7	3—0	
				14	2—1	
				17	2—9	
				24	3—0	
				22/4	3—0	
				7	3—0	
				14/1	3—0	
				17	3—0	
				24/1	0—17	
				24/2	2—3	
				31/4/1	1—14	
				4/2	1—6	
				7	0—16	
				218	0—8	
				46	0—10	
				योग	37—14	
				एकड़	4. 712	
				हेक्टर	1. 907	
फरीदाबाद	पलवल	पलवल	रामपुर खोर	7/4	1—10	
				7	2—19	
				14	3—0	
				16/2	0—4	
				17	0—16	
				24	2—1	
				25/1	0—19	
				17/4	1—10	
				5/1	1—9	
				5/2	0—1	
				6/1	1—8	
				6/2	0—12	
				7	1—0	



1	2	3	4	5	6	7
				14/3	1--0	
				15	2--0	
				16/2	1--13	
				17/1	0--14	
				17/3	0--4	
				17/24	1--4	
				25/1	1--6	
				25/2	0--5	
				20/4/1	0--10	
				4/2	0--14	
				5/1	1--5	
				5/2	0--11	
				6	1--17	
				7	1--3	
				14	1--7	
				15	1--13	
				16	1--13	
			रामपुर खोर बालू	17/1	0--3	
				17/2	1--4	
				24	1--3	
				25	1--17	
				31/4	0--17	
				5	2--3	
				6	2--15	
				7	0--5	
				15/1	3--0	
				18	3--0	
				25/1	0--10	
				25/2	2--8	
				33/5/1	2--9	
				5/2	0--4	
				6/1	2--5	
				6/2	0--8	
				15/2	3--0	
				16	2--10	
				25	1--15	
				34/11	0--1	
				20/2	0--2	
				20/3	0--7	
				21/1	0--12	
				21/2	0--13	
				42/1/1	1--14	
				10	2--8	
				11	2--17	
				20	2--19	
				21	3--0	
				43/1	1--6	

1	2	3	4	5	6	7
			रामपुरखोर चालू	6	0—12	
				15	0—3	
				16/1	0—1	
				45/1	3—0	
				10	1—0	
				56 मि	0—14	
				61	0—4	
				56 मि.	0—10	
				111	0—2	
				योग	92—9	
				एकड़	11.556	
				हैक्टर	4.678	

[सं. एल-14016/9/94-जी. पी.]

अर्धेन्दु सेन, निदेशक

New Delhi, the 11th February, 1995

S.O. 507—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 2567 dated 15-9-94 under sub-section (1) of section of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline.,

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted to the Government.

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declare that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government direct that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Gas Authority of India Limited free from encumbrances.

## CASE SCHEDULE

## H.B.J. UPGRADATION PIPE LINE PROJECT

District	Tehsil/ Sub-Teh.	Pargana/ Sub-Div.	Village	Plot No.	Acquired area in Kanal/Marlas	Remarks
1	2	3	4	5	6	7
Faridabad	Palwal	Palwal	Jhalaka	*4/15	1—17	
				26	0—2	
				16/1	2—0	
				16/2	0—7	
				25/1	2—18	
				24	0—1	
				6/4	0—12	
				5	2—8	

1	2	3	4	5	6	7
			Jhalaka—Contd.	6	1—17	
				7	1—3	
				14/2	1—13	
				15/1	0—7	
				15/2	0—10	
				15/3	0—6	
				15/4	0—5	
				16	1—2	
				17	1—18	
				6/24	2—10	
				25	0—10	
				13/4	2—18	
				5/1	0—2	
				7/1	1—8	
				7/2	1—12	
				14	2—18	
				17	3—0	
				24/1	0—15	
				24/3	2—2	
				26	0—3	
				19/4	2—14	
				5/1	0—1	
				7/1	0—16	
				7/2	0—19	
				6	0—5	
				19/15	0—15	
				14/2	2—6	
				16	0—18	
				17	2—2	
				24	1—9	
				25	1—3	
				26	0—8	
				26/4	1—10	
				5	1—8	
				6	1—10	
				7	1—9	
				14	1—9	
				15	1—10	
				16	1—10	
				17	1—9	
				24	1—10	
				25	1—10	
				34/4	1—10	
				5	1—10	
				6	1—10	
				7	1—10	
				34/14	1—10	
				15	1—10	
				16	1—10	
				17	1—10	
				24	1—10	
				25	1—10	
				38/4/	1—10	
				5/1	1—8	
				6	1—3	

1	2	3	4	5	6	7
				7	1—10	
				14	1—10	
				15	1—8	
				16	1—10	
				17	1—10	
				24	1—10	
				25	1—10	
				45/4	1—10	
				5/1	1—10	
				6	1—10	
				7/1	1—10	
				14/2	1—10	
				15	1—10	
				16	1—10	
				17	1—10	
				24	1—10	
				25	1—0	
				47/4	0—15	
				5	0—2	
				63	0—9	
				139	0—4	
				74	0—8	
				67	1—0	
				140	0—2	
				76	0—7	
				Total	113.1	
				Acres	11,131	
				Hecter	5,720	
Faridabad	Palwal	Palwal	Kulena	35/25	0—10	
				36/4	0—15	
				5	1—8	
				16	1—4	
				17	1—16	
				24	1—19	
				25	1—1	
				44/4	2—0	
				5	1—0	
				6/2	0—15	
				7	2—5	
				14/2	2—5	
				15	0—11	
				16/2	0—7	
				17/1	1—4	
				17/2	1—9	
				24	2—15	
				25/1	0—4	
				25/3	0—1	
				46/4	2—17	
				5	0—3	
				6	0—2	
				7	2—18	
				14	2—18	
				15	0—2	

1	2	3	4	5	6	7
				16	0—1	
				17	1—9	
				52	6—0	
				44/14/1	0—4	
				Total	40—3	
				Acres	5.018	
				Hector	2.031	

Faridabad	Palwal	Palwal	Sujwari	21	1—8
				10/1	
				10/2	0—10
				11	
				—	1—3
				1	
				11/2	1—17
				20	3—0
				21	3—0
				22	
				—	3—0
				1	
				10	
				—	1—10
				1/1	
				10	1—4
				—	
				1/2	
				11	3—0
				20/1	2—19
				20/2	0—1
				21	2—19
				22/2	0—1
				33	
				—	2—18
				1	
				2	0—2
				10/1	1—16
				10/2	1—0
				11/1	0—9
				11/2	0—5
				11/3	0—1
				302	0—6
				Total	32—9
				Acres	4.056
				Hector	1.042

Faridabad	Palwal	Palwal	Dadhota	9/7	1—14
				14	3—0
				17	2—8
				23	0—2
				24	2—5

	5	6	7
	12/3/1	0—2	
	3/2	0—14	
	4	2—5	
	7	2—18	
	8	0—2	
	14	3—0	Canal 1-10
	17	3—0	
	24	3—0	
	19/4	1—9	
	7	0—1	
	35	0—12	
	Total	26—12	
	acres	3.325	
	Hecters	1.345	

Faridabad	Palwal	Palwal	Amarpur			
			19/4	1—10		
			24	3—0		
			8/17	3—0		
			7	3—0		
			14	2—1		
			17	2—9		Road Paca 0—18
			24	3—0		
			22/4	3—0		
			7	3—0		
			14/1	3—0		
			17	3—0		
			24/1	0—17		
			24/2	2—3		
			31/4	1—14		
			4/2	1—6		
			7	0—16		
			218	0—8		
			46	01—0		
			Total	37—14		
			Acres	4.712		
			Hecters	1.907		

1	2	3	4	5	6	7
Faridabad	Palwal	Palwal	Rampur Khor	7/4	1—10	
				7	2—19	
				14	3—0	
				16/2	0—4	
				17	2—16	
				24	2—1	
				25/1	0—19	
				17/4	1—10	
				5/1	1—9	
				5/2	0—1	
				6/1	1—8	
				6/2	0—12	
				7	1—0	
				14/3	1—0	
				15	2—0	
				16/2	1—13	
				17/1	0—14	
				17/3	0—4	
				17/24	1—4	
				25/1	1—6	

1	2	3	4	5	6	7
Fridabad	Palwal	Khor—Contd.	Rampur	25/2	0—5	
				20/4/1	0—10	
				4/2	0—14	
				5/1	1—5	
				5/2	0—11	
				6	1—17	
				7	1—3	
				14	1—7	
				15	1—13	
				16	1—13	
				17/1	0—3	
				7/2	1—4	
				24	1—3	
				25	1—17	
				31/4	0—17	
				5	2—3	
				6	2—15	
				7	0—5	
				15/1	3—0	
				16	3—0	
				25/1	0—10	
				25/2	2—8	
				33/5/1	2—9	
				5/2	0—4	
				6/1	2—5	
				6/2	0—8	
				15/2	3—0	
				16	2—10	
				25	1—15	
				34/11	0—1	
				20/2	0—2	
				20/3	0—7	
				21/1	0—12	
				21/2	0—13	
				42/1/1	1—14	
				10	2—8	
				11	2—17	
				20	2—19	
				21	3—0	
				43/5	1—6	
				6	0—12	
				15	0—3	
				16/1	0—1	
				45/1	3—0	
				10	1—0	
				56 सि.	0—14	
				61	0—4	
				56 सि.	0—10	
				111	0—2	
				Total	92—9	
				Acres	11.556	
				Hecter	4.678	

नई दिल्ली, 11 फरवरी, 1995

का.मा. 508—जबकि केन्द्र सरकार यह अनुभव करती है कि सार्वजनिक हित में यह है परियोजना के पानी का निष्पन्न की सम्पत्ति व्यवस्था की जाये, पानी के विकास के लिये परियोजना स्थल से सेगर नदी तक पाइप लाइन बिछाई जाये जो कि गैस अकारिटी आफ इंडिया लि. द्वारा बिछाई जानी चाहिये।

और यह भी अनुभव करती है कि ऐसी पाइप लाइन बिछाने के लिये इसके साथ संलग्न विवरणी में निर्धारित भूमि पर प्रयोगता का अधिकार ग्रहण करना आवश्यक है।

अतः पेट्रोलियम एवं खनिज पाइप लाइन (भूमि पर प्रयोक्ता का अधिकार ग्रहण अधिनियम, 1962) (1962 का 80ख) के खण्ड 3 के उप खंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उस पर प्रयोक्ता का अधिकार ग्रहण करने की संज्ञा की घोषणा करती है :

बशत कि उक्त भूमि में अपनी शक्ति रखने वाला कोई भी व्यक्ति अधिसूचना की तारीख से 21 दिन के भीतर भूमिगत पाइप लाइन बिछाने के विरोध में अपनी आपत्ति सक्षम प्राधिकारी गैस अकारिटी आफ इंडिया लि. पी.डी. आई. एल. बिल्डिंग, ए-14, सैक्टर-1 नोएडा, गाजियाबाद (उ.प्र.) में दर्ज करा सकता है।

और ऐसी आपत्ति दर्ज कराते समय किसी भी व्यक्ति को यह विशेष रूप से निविष्ट करना होगा कि वह व्यक्तिगत रूप से अथवा विधि व्यवसायक के माध्यम से अपना मत प्रस्तुत करना चाहता है।

अनुसूची

उ.प्र. पेट्रोकमिकल परियोजना

ग्राम	परमना	तह.	ज़िला	प्लॉट नं.	रकबा (एकड़ में)
1	2	3	4	5	6
मकबरपुर-टाण्डा भीरैया	भीरैया	भीरैया	इटावा	138	0.19
				139	0.22
				140	0.06
				141	0.08
				146	0.04
				150	0.18
				155	0.02
				168	0.40
				170	0.23
				172	0.35
				177	0.16
				178	0.22
				175	0.02
कुल किता.				13	2.17
गमसा पाठक	भीरैया	भीरैया	इटावा	37	0.44
				38	0.02
				39	0.02
				40	0.48
				41	0.44
				42	0.02
				43	0.26
				44	0.15
				70	0.07
कुल किता.				09	1.90



1	2	3	4	5	6
मदनपुर	भीरिया	भीरिया	हटावा	346	0.41
				347	0.02
				358	0.02
				360	0.19
				360	0.19
				369	0.66
				397	0.05
				398	0.03
				399	0.08
				400	0.07
				394	0.06
				404	0.03
				406	0.32
				407	0.27
				422	0.02
				424	0.23
				425	0.20
				426	0.38
				427	0.25
कुल किला.				19	4.02
मदनपुर	भीरिया	भीरिया	हटावा	77	0.56
				111	0.06
				112	0.01
				113	0.03
				114	0.24
				115	0.06
				116	0.04
				117	0.08
				118	0.10
				119	0.12
				121	0.18
				122	0.20
				123	0.02
				130	0.28
				131	0.28
				132	0.02
				133	0.02
				135	0.31
कुल किला.				18	2.61

	2	3	4	5	6	7
मानेपुर-कफूंद	घोरेया	घोरेया	इटावा		9	0.05
					19	0.24
					20	0.09
					22	0.02
					25	0.19
					26	0.16
					27	0.04
					28	0.15
					29	0.02
					32	0.02
					33(ए)	0.04
					33(बी)	0.44
					34	0.07
			कुल किता.		13	1.53
बक-साहू	घोरेया	घोरेया	इटावा		161	0.32
					162	0.03
					164	0.02
					165(ख)	0.06
					165(क)	0.17
					166(ख)	0.02
					167(ख)	0.04
					180	0.61
			कुल किता.		8	1.27
कफूंद भारोजी-दरगाह	घोरेया	घोरेया	इटावा		391	0.02
					392	0.28
					394	0.05
					395	0.10
					396	0.10
					401	0.02
					402	0.20
					566	0.72
					568	0.04
					569	0.07
					588	0.04
					589	0.21
					590	0.02
					591	0.12
					592	0.03
					594	0.02
					626	0.18
					627	0.29
					630	0.20
					629	0.16

1	2	3	4	5	6
फक़ुद आरोज़ी-दरगाह	औरंगा	औरंगा	हदामा (जारी)	707	0.04
				748	0.02
				822	0.04
				828	0.49
				831	0.02
				838	0.20
				842	0.03
				843	0.15
				844	0.32
				845	0.08
				841	0.04
				854	0.05
				855/1	0.04
				877	0.07
				880	0.03
				882	0.32
				886	0.10
				931	0.03
				932	0.54
				933	0.08
				934	0.08
				939	0.45
				1040	0.04
				1102	0.04
				1104	0.03
				1105	0.55
				1117	0.27
				1118	0.19
				1123	0.19
				1125	0.34
				1129	0.02
				1896	0.36
				1897	0.27
				1902	0.04
				1904	0.02
				1905	0.26
				1906	0.01
				1907	0.06
				1908	0.02
				1909	0.09
				1924	0.02
				2000	0.04
				2001	0.04
				2003	0.02
				2004	0.02
				2005	0.29
				2011	0.17

1	2	3	4	5	6
				2012	0.22
				2013/1	0.04
				2014	0.80
				2015	0.02
				2022	0.04
				2035	0.04
				2038	0.04
				2039	0.02
				2040	0.04
				2041	0.20
				2042	0.15
				2043	0.05
				2049	0.06
				2050	0.02
				2051	0.06
				2054	0.20
				2180	0.07
				2181	0.12
				2182	0.66
				2183	0.10
				2184	0.03
				2185	0.12
				2186	0.14
				2214/877	0.03
				2220/2011	0.03
			कुल किता.	92	12.90 एकड़
बदुषा	घोरिया	घोरिया	इटावा	33	0.12
				36	0.15
				37	0.90
				38	0.02
				40	0.16
				41	0.27
				42	0.06
				44	0.01
				45	0.05
				49	0.34
				51	0.09
				53	0.18
				54	0.12
				131	0.02
				132	0.06
				133	0.22
				148	0.01
				149	0.02
				150	0.30

1	2	3	4	5	6
बटुआ	औरैया	औरैया	इटावा (जारी)	152	0.02
				153	0.26
				159	0.01
				161	0.01
				164	0.45
				164/460	0.01
				169	0.27
				177	0.01
				178	0.15
				182	0.02
				186	0.02
				178/464	0.08
				187	0.21
				188	0.02
				380	0.07
				393	0.23
				394	0.01
				395	0.10
				396	0.08
				397	0.01
				400क	0.04
				400कखए	0.08
				400गए	0.13
			कुल किता.	42	5.39
खानपुर-फफूव	औरैया	औरैया	इटावा	925	0.15
				928	0.46
				932	0.27
				933	0.48
				936	0.65
			कुल किता.	5	2.01 एकड़

[सं. एल.-014016/17/94-जी.पी.]

अर्घेन्दु सैन, निदेशक

New Delhi, the 11th February, 1995

S.O.508.—Whereas it appears to the Central Government that it is necessary in the public interest that for disposal of waste water from project a pipeline is to be laid by the Gas Authority of India Limited from project area to Sengar River.

And whereas it appears that for the purpose of laying pipeline to supply gas to Petrochemicals Project it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section (i) of the Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in the Land Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd., P.D.I.L. Building, A-14, Sector-1, Noida, Ghaziabad (U.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

## SCHEDULE

## U.P. PETRO-CHEMICAL PROJECT

Village	Pargana	Tehsil	District	Plot No.	Area (In Acrs.)
1	2	3	4	5	6
Akabarpur-Tanda	Auraiya	Auraiya	Etawah	138	0.19
				139	0.22
				140	0.06
				141	0.08
				146	0.04
				150	0.18
				155	0.02
				168	0.40
				170	0.23
				172	0.35
				177	0.16
				178	0.22
				175	0.02
				TOTAL	
Nagla Pathak	Auraiya	Auraiya	Etawah	37	0.44
				38	0.02
				39	0.02
				40	0.48
				41	0.44
				42	0.02
				43	0.26
				44	0.15
				70	0.07
TOTAL			09	1.90	
Dharampur	Auraiya	Auraiya	Etawah	346	0.41
				347	0.02
				358	0.02
				360	0.91
				367	0.19
				369	0.66
				397	0.05
				398	0.03
				399	0.08
				400	0.07
				394	0.60
				404	0.03

1	2	3	4	5	6
Dharampur	Auraiya	Auraiya	Etawah	406	0.32
				407	0.27
				422	0.02
				424	0.23
				425	0.20
				426	0.38
				427	0.25
			TOTAL	19	4.02
Gadanpur	Auraiya	Auraiya	Etawah	77	0.56
				111	0.06
				112	0.01
				113	0.03
				114	0.24
				115	0.06
				116	0.04
				117	0.08
				118	0.10
				119	0.12
				121	0.18
				122	0.20
				123	0.02
				130	0.28
				131	0.28
				132	0.02
				133	0.02
				135	0.31
			TOTAL	18	2.61
Manepur-Phaphund	Auraiya	Auraiya	Etawah	9	0.05
				19	0.24
				20	0.09
				22	0.02
				25	0.19
				26	0.16
				27	0.04
				28	0.15
				29	0.02
				32	0.02
				33(A)	0.04
				33(B)	0.44
				34	0.07
			TOTAL	13	1.53

1	2	3	4	5	6
Chak Sahu	Auraiya	Auraiya	Etawah	161	0.32
				162	0.03
				164	0.02
				165 KHA	0.06
				165 KA	8.17
				166 KHA	0.02
				167 KHA	0.04
				180	0.68
			TOTAL	8	1.27
Phaphund	Auraiya	Auraiya	Etawah	391	0.02
Araaji-Dargah				392	0.28
				394	0.05
				395	0.10
				396	0.10
				401	0.02
				402	0.20
				566	0.72
				568	0.04
				569	0.07
				588	0.04
				589	0.21
				590	0.02
				591	0.12
				592	0.03
				594	0.02
				626	0.18
				627	0.29
				630	0.20
				629	0.16
				707	0.04
				748	0.02
				822	0.04
				828	0.49
				831	0.02
				838	0.20
				842	0.05
				843	0.15
				844	0.32
				845	0.08
				841	0.04
				854	0.05
				855/1	0.04
				877	0.07
				880	0.03
				882	0.32
				886	0.19
				931	0.03
				932	0.54
				933	0.08
				934	0.08
				939	0.45
				1040	0.04



1	2	3	4	5	6
Phaphund Araaji-Dargah	Auraiya	Auraiya	Etawah	1102	0.04
				1104	0.03
				1105	0.55
				1117	0.27
				1118	0.19
				1123	0.19
				1125	0.34
				1129	0.02
				1896	0.36
				1897	0.27
				1902	0.04
				1904	0.02
				1905	0.26
				1906	0.01
				1907	0.06
				1908	0.02
				1909	0.09
				1924	0.02
				2000	0.04
				2001	0.04
				2003	0.02
				2004	0.02
				2005	0.29
				2011	0.17
				2012	0.22
				2013/1	0.04
				2014	0.80
				2015	0.02
				2022	0.04
				2035	0.04
				2038	0.04
				2039	0.02
				2040	0.04
				2041	0.20
				2042	0.15
				2043	0.05
				2049	0.06
				2050	0.02
				2051	0.06
				2054	0.20
				2180	0.07
				2181	0.12
				2182	0.66
				2183/J	0.10
				2184	0.03
				2185	0.12
				2186	0.14
				2214/877	0.03
				2220/2011	0.03
TOTAL				92	12.90

1	2	3	4	5	6
Badua	Auraiya	Auraiya	Etawah	33	0.12
				36	0.15
				37	0.90
				38	0.02
				40	0.16
				41	0.27
				42	6.06
				44	0.01
				45	0.05
				49	0.34
				51	0.09
				53	0.18
				54	0.12
				131	0.02
				132	0.06
				133	0.22
				148	0.01
				149	0.02
				150	0.30
				152	0.02
				153	0.26
				159	0.01
				161	0.01
				164	0.45
				164/460	0.01
				169	0.27
				177	0.01
				178	0.15
				182	0.02
				186	0.02
				178/464	0.08
				187	0.21
				188	0.02
				380	0.07
				393	0.23
				394	0.01
				395	0.10
				396	0.08
				397	0.01
				400K	0.04
				400KHA	0.08
				400GA	0.13
TOTAL				42	5.93
Khanpur-Phaphund	Auraiya	Auraiya	Etawah	925	0.15
				928	0.46
				932	0.27
				933	0.48
				936	0.65
TOTAL				5	2.01

नई दिल्ली, 11 फरवरी, 1995			1	2	3
का.आ. 509.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में विजयपुर से दादरी तक प्राकृतिक गैस के परिवहन के लिए गैस अथॉरिटी ऑफ इंडिया लिमिटेड, द्वारा पाइपलाइन बिछाई जानी चाहिए।			13.	293	0.3200
और यतः यह प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए एतद्पावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।			14.	296	0.0032
अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्द्वारा घोषित किया है।			15.	295	0.0352
वर्णित कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आपत्ति सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इंडिया लिमिटेड, भारतीय विद्यालय चौराहा, ए. बी. रोड, शिवपुरी (म.प्र.) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।			16.	294	0.2098
और ऐसी आपत्ति करने वाला हर व्यक्ति विनिर्दिष्टः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।			17.	272	0.1080
अनुसूची			18.	271	0.1320
विजयपुर—दादरी गैस पाइप लाईन परियोजना			19.	270	0.1440
ग्राम—बूढाडोंगर, तहसील—कोलारस, जिला—शिवपुरी (म.प्र.)			20.	269	0.3360
क्रमांक	खसरा नं.	सर्वे का वह क्षेत्रफल जिसमें आर.ओ.यू. अध्यापित किया जाना है (हे. में.)	21.	264	0.3240
			22.	263	0.0360
1	2	3	23.	262	0.0275
			24.	261	0.0585
01.	339	0.0050	25.	256	0.1920
02.	341	0.1510	26.	234	0.1050
03.	342	0.2385	27.	230	0.2974
04.	343	0.2055	28.	220	0.1320
05.	344	0.2685	29.	228	0.0480
06.	345	0.2760	30.	153	0.2040
07.	301	0.1800	31.	146	0.2336
08.	299	0.2340	32.	150	0.0064
09.	290	0.3840	33.	147	0.2160
10.	292	0.0800	34.	148	0.1200
11.	297	0.1600	35.	144	0.0704
12.	291	0.0750	36.	103	0.2640
			37.	104	0.0034
			38.	105	0.1460
			39.	102	0.3584
			40.	90	0.1190
			41.	89	0.2375
			42.	68	0.3185
			43.	69	0.0600
			44.	87	0.1620
			45.	72	0.4192
			46.	65	0.0190
			47.	44	0.2370
			48.	52	0.0192
			49.	45	0.2340
			50.	46	0.4300
			51.	47	0.0250
					योग 8.6687
[सं. एल—14016/11/94—जी.पी.]					
अर्घेन्दु सेन, निदेशक					

## MINISTRY OF PETROLIUM AND NATURAL GAS

New Delhi, the 11th February, 1995

S.O. 509:—Whereas it appears to the Central Government that it is necessary in the Public interest that for the transport of Natural gas from Vijaypur to Dadri in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto.

Now, therefore, in exercise of the powers conferred by sub-section(1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, Bhartiya Vidyalaya Chauraha, A.B. Road, Shivpuri (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

## SCHEDULE

Vijaypur—Dadri Gas Pipeline Project

Village - Budhadongar, Tehsil : Kolaras, Distt. Shivpuri (M.P.)

Sr. No.	Survey No.	Area to be acquired for ROU (in Hectare)
1	2	3
01.	339	0.0050
02.	341	0.1510
03.	342	0.2385
04.	343	0.2055
05.	344	0.2685
06.	345	0.2760
07.	301	0.1800
08.	299	0.2340
09.	290	0.3840
10.	292	0.0800
11.	295	0.1600
12.	295	0.0750
13.	293	0.3200
14.	296	0.0032
15.	295	0.0352
16.	294	0.2098
17.	272	0.1080
18.	271	0.1320
19.	270	0.1440
20.	269	0.3360
21.	264	0.3240
22.	263	0.0360
23.	262	0.0275
24.	261	0.0585
25.	256	0.1920
26.	234	0.1050
27.	230	0.0974
28.	229	0.1320
29.	228	0.0480
30.	158	0.2040
31.	146	0.2336

1	2	3
32.	150	0.0064
33.	147	0.2160
34.	148	0.1200
35.	144	0.0704
36.	103	0.2640
37.	104	0.0034
38.	105	0.1460
39.	102	0.3584
40.	90	0.1190
41.	89	0.2375
42.	68	0.3185
43.	69	0.0600
44.	89	0.1620
45.	72	0.4192
46.	65	0.0190
47.	44	0.2370
48.	52	0.0192
49.	45	0.2340
50.	46	0.4300
51.	47	0.0250

Total 8.6687

[No. L—14016/11/94-G.P.]

ARDHENDU SEN, Director

शहरी विकास मंत्रालय

(दिल्ली प्रभाग)

नई दिल्ली, 8 फरवरी, 1995

का.आ. 510.—यतः निम्नांकित क्षेत्रों के बारे में कतिपय संशोधन, जिन्हें केन्द्र सरकार अधिनिर्णित क्षेत्रों के बारे में दिल्ली बृहद् योजना/क्षेत्रीय विकास योजना में प्रस्तावित करती है तथा जो दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 44 के प्रावधानों के अनुसार दिनांक 2-4-94 के नोटिस संख्या एफ 8(5)87—एम पी द्वारा प्रकाशित किये गये थे जिसमें उक्त अधिनियम की धारा 11-क की उप-धारा (3) में अपेक्षित आपत्तियाँ/सुझाव, उक्त नोटिस की तारीख के 30 दिन की अवधि में आमंत्रित किए गए थे।

और यतः प्रस्तावित संशोधनों के बारे में कोई आपत्तियाँ/सुझाव प्राप्त नहीं हुए हैं।

अतः केन्द्र सरकार ने मामले के सभी पहलुओं पर ध्यानपूर्वक विचार करने के पश्चात् दिल्ली/बृहद् योजना/क्षेत्रीय विकास योजना में संशोधन करने का निर्णय किया है।

अतः, अब, केन्द्र सरकार, उक्त अधिनियम की धारा 11-क की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से दिल्ली की उक्त बृहद् योजना में एतद्वारा निम्नलिखित संशोधन करती है।

## संशोधन :—

योजना डिविजन "ए" (विशेष क्षेत्र) में पूर्व में डा. सेन रोड, पश्चिम में हरदयाल सिंह पुस्तकालय और दक्षिण में गांधी मैदान के बीच पड़ने वाले लगभग 1165.56 वर्ग मीटर (1394 वर्ग गज) क्षेत्र के भूमि उपयोग को "मनोरंजनात्मक उपयोग" में "सार्वजनिक एवं अर्ध-सार्वजनिक उपयोग" (पुलिस स्टेशन) में परिवर्तित किया जाता है बशर्ते कि उस स्थल में भवन को बेसमेंट और दो ऊपरी मंजिलों तक सीमित रखा जाए।

[सं. के. —13011/33/93-डी.डी.-1 बी.]

आर. विश्वनाथन, अवर सचिव

MINISTRY OF URBAN DEVELOPMENT

(Delhi Division)

New Delhi, the 8th February, 1995

S.O. 510.—Whereas certain notification, which the Central Government proposed to make in the Master Plan for Delhi/Zonal Development Plan regarding the areas mentioned hereunder, was published, vide Notice No. F. 8(5) 7-MP dated 2-4-94, in accordance with the provisions of Section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions as required by Sub-Section (3) of Section 11A of the said Act, within thirty days from the date of the said Notice.

And whereas no objection/suggestion has been received with regard to the said proposed modification;

And whereas the Central Govt. have after carefully considering all aspects of the matter decided to modify the Master Plan for Delhi/Zonal Development Plan;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 11A of the said Act, the Central Government hereby makes the following modification in the said Master Plan for Delhi w.e.f. the date of publication of this Notification in the Gazette of India :

## MODIFICATION :

"The land use of an area, measuring 1165.56 sqm. (1394 sq. yds.) falling in Planning Division 'A' (Special Area) between Dr. Sen Road in the East and Hardayal Singh Library in the West and Gandhi Maidan in the South, is changed from 'recreational' use of 'public and semi public facilities' (Police Section "subject to the condition that the building in site be restricted to basement and two upper floors".

[No. K-13011/33/93-DDIB]

R. VISHWANATHAN, Under Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 3 फरवरी, 1995

वा.आ. 511-राष्ट्रपति, संविधान के अनुच्छेद 359 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए रेल सेवा (पेंशन) नियम, 1993 को आगे संशोधित करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. उन नियमों को रेल सेवा (पेंशन) पत्रिका संशोधन नियम, 1994 कहा जाएगा।

2. ये सरकारी राजपत्र में उनके प्रकाशन की तारीख से प्रवक्त होंगे।

3. रेल सेवा (पेंशन) नियम, 1993 (इसके बाद इन्हें उक्त नियमों के रूप में जाना जाएगा) के नियम 75 में, उप नियम (19) के खंड

(ख) (iii) में आगे शब्दों "सेवानिवृत्ति से पूर्व परन्तु सेवानिवृत्ति के बाद तक लिए गए पुत्र या पुत्री को शामिल नहीं किया जाएगा" को हटा दिया जाए।

3. उक्त नियमों के नियम 75 में, उप नियम (6) के परन्तुक (क) को निम्नलिखित में प्रतिस्थापित किया जाएगा,

अर्थात् :—

"कुटुंब पेंशन, संरक्षकता प्रमाणपत्र के आधार-संरक्षक के माध्यम से या न्यायालय द्वारा नियुक्त संरक्षक के माध्यम से ऐसे अव्यक्त पुत्र या पुत्रियों को संरक्षक की जाएगी सिवाय ऐसे शारीरिक रूप से अपंग पुत्र/पुत्री के जो प्राप्तिवय हो गए हैं।"

इस नियम के अन्तर्गत व्याख्या (1) और इस परन्तुक के उप परन्तुक को भी हटा दिया जाए।

4. उक्त नियमों के नियम 75 में, उपनियम (17) के स्थान पर निम्नलिखित उप नियम रखा जाएगा, अर्थात् :—

(17) सेवानिवृत्ति पेंशन, सेवा पेंशन या अव्यक्तता पेंशन पर ऐसा कोई सैनिक पेंशनभोगी, जो सैनिक सेवा से सेवानिवृत्ति पर सामान्य कुटुंब पेंशन मंजूर किए जाने के लिए सेवा अनुदेश 2/एस/64 से या तत्संबंधी नौसेना या वायुसेना अनुदेशों में शासित होता है और अधि-बांटा की आयु प्राप्त करने के पूर्व किसी रेल सेवा या रेल पद पर पुनर्नियोजित हो जाता है, इस नियम के अधीन कुटुंब पेंशन या पूर्वोक्त सेवा/नौसेना/वायु सेवा अनुदेश के अधीन पहले से प्राधिकृत कुटुंब पेंशन की पात्रता के प्रयोजन के लिए निम्नलिखित प्रकार से शासित होगा :—

(i) यदि उसकी मृत्यु रेल पद धारण करते हुए हो जाती है तो उसके कुटुंब को, इन नियमों के अधीन कुटुंब पेंशन या सैनिक सेवा से उसकी सेवानिवृत्ति या उत्सक्ति के समय प्राधिकृत कुटुंब पेंशन जो भी कुटुंब पेंशन, जो भी कुटुंब के लिए अधिक लाभकारी में हो, की अनुमति होगी,

(ii) यदि उसके उसने रेल सेवा में या रेल पद पर नियुक्त होने पर, पूर्व सैनिक सेवा के लिए सैनिक पेंशन प्रतिधारित करने का विकल्प दिया है :—

(क) और वह रेल पुनर्नियोजन से उसके लिए कोई पेंशन उपार्जित किए बिना सेवानिवृत्त हो जाता है, तो उसका कुटुंब सैनिक सेवा से उसकी सेवानिवृत्ति उत्सक्ति के समय प्राधिकृत कुटुंब पेंशन का पात्र होगा,

(ख) रेल पुनर्नियोजन से इसके लिए पेंशन हेतु पात्र हो जाने के पश्चात् सेवानिवृत्त होता है तो वह रेल सेवा के संबंध में पेंशन के लिए आवेदन करने समय या तो इन नियमों के अधीन कुटुंब पेंशन संबंधी फायदों का उपयोग करने के लिए विकल्प का प्रयोग करेगा और एक बार उक्त विकल्प का प्रयोग करने पर वह विकल्प अस्थित होगा।

(iii) यदि उसने किसी रेल सेवा में या रेल पद पर नियुक्त होने पर सेवा पेंशन को अव्यक्त करने और सैनिक सेवा की गणना रेल पेंशन के लिए किए जाने का विकल्प दे दिया है तो उसका कुटुंब इस नियमों के अधीन कुटुंब पेंशन का हकदार होगा।

5. उक्त नियमों के नियम 79 में, उप नियम (1) के खंड (ग) को निम्नलिखित में प्रतिस्थापित किया जाएगा, अर्थात् :—

"(ग) तीसरा प्रश्न—इसके प्रश्न के पूरा होने के पश्चात् यथाशीघ्र और किसी भी दशा में रेल सेवा की सेवानिवृत्ति की तारीख के उस

मास पूर्व के आश्चात् कार्यालय अध्यक्ष निम्नलिखित कार्यवाई करेगा:—

(i) वह सेवानिवृत्ति होने वाले रेल सेवक को उस ग्रहक सेवा की अवधि के बारे में प्रमाणपत्र देगा जो पेंशन और उपदान और परिलब्धियों के प्रयोजन के लिए, जो सेवानिवृत्ति उपदान और पेंशन के लिए गणना में की जानी प्रस्तावित है, स्वीकार की जानी प्रस्तावित है। यदि कार्यालय अध्यक्ष द्वारा यथा उपयुक्त प्रमाणित सेवा और परिलब्धियों उसे स्वीकार्य नहीं है जो वह अपने बारे के समर्थन में सुसंगत दस्तावेज द्वारा समर्थित करने हुए अन्य बातों के साथ-साथ कार्यालय के अध्यक्ष को प्रस्तुत करने के कारण सूचित करेगा।

(ii) सेवा अधिलेखों के अनुपलब्ध होने के कारण ग्रहक सेवा की अवधि अवधारित करने में किसी कठिनाई की दशा में सेवानिवृत्ति होने वाले रेल सेवक से नियम, 91 के उपनियम (1) के खण्ड (ii) और उपनियम (2) में यथा उपबन्धित सेवा का लिखित विवरण फाइल करने के लिए कहा जाएगा।

(iii) सेवानिवृत्त होने वाले रेल सेवक को प्ररूप 8 भेजेगा जिसमें उसे यह सलाह देगा कि वह उसे सभी बातों में सम्मिलित पूर्ण करके प्रस्तुत कर जिससे कि वह कार्यालय के अध्यक्ष के पास उसकी सेवानिवृत्ति की तारीख से साठ मास पूर्व के अपाश्चात् पहुंचेगा।

6. उक्त नियमों के नियम 86 में उप नियम (1) के अन्तिम वाक्य में आए शब्द उधार को "मूल" शब्द से प्रतिस्थापित किया जाए।

7. उक्त नियम के प्ररूप 7 के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्:—

#### प्ररूप 7

पेंशन/कुटुम्ब पेंशन और उपदान का निर्धारण करने के लिए प्ररूप

यदि किसी भिन्न सेवा परीक्षा परिमंडल के संवाय प्राप्त करने की बाछा की जाए तो इसे दो प्रतिमों में भेजा जाए।

[देखिए नियम 78, 80, 81(1) और (3) और 85(1)]

#### भाग—1

1. सेवानिवृत्त होने वाले सरकारी कर्मचारी का नाम
2. पिता/पति का नाम
3. ऊंवाई
4. पहचान चिह्न
5. जन्म की तारीख
6. किस सेवा का है :  
(यदि किसी संगठित सेवा का है तो उसका नाम उपबन्धित करें)
7. सेवानिवृत्ति के समय धारित पद की विविधियां  
(क) कार्यालय का नाम  
(ख) धारित पद  
(ग) क्या ऊपर वर्णित नियुक्ति सरकार के अधीन थी या अन्यत्र सेवा के निवृत्तियों पर सरकार के बाहर थी
8. क्या केन्द्रीय सरकार के अधीन किसी पद पर अधिष्ठायी घोषित किया गया है।
9. सेवा के प्रारम्भ की तारीख
10. सेवा की समाप्ति की तारीख
11. सेवा की समाप्ति के कारण:

(क) सार्वजनिक क्षेत्र के उपक्रम/स्वायत्तशासी निकाय में स्थायी मामेलन (नियम 54)

(ख) पद के उत्पादन के कारण (नियम 63)

(ग) अधिवर्गिता (नियम 51)

(घ) चिकित्सीय आधार पर अवसरता (नियम 55)

(ङ) भा.रे.स्था. सं. बान्धुम II (1987 संस्करण) के नियम 66, 67 तथा नियम 1802 (ख) के अन्तर्गत सरकारी सेवक की प्रेरणा पर स्वेच्छिक/समयपूर्व सेवानिवृत्ति

(च) सरकार की प्रेरणा पर समयपूर्व सेवा-निवृत्ति भा.रे.स्था. सं. बान्धुम II (1987 संस्करण) या नियम 66 अथवा 1802 (क)

(छ) अनिवार्य सेवानिवृत्ति (नियम 64)

(ज) सेवा से हटाया जाता/पदच्युति (नियम 40 और 65)

(झ) मृत्यु

12. अनिवार्य सेवानिवृत्ति की दशा में सधम प्राप्ति-कारी के आदेश की क्या पेंशन पूरी दूरी पर अनुज्ञात की जाए या घटी दूरी पर और दूरी की दशा में वह प्रतिशत जिस पर वह अनुज्ञात की जानी है।

13. सेवा से हटाए/पदच्युत किए जाने की दशा में, क्या सधम प्राप्तिकारी के आदेश अनुज्ञात भत्ते के अनुदान के लिए प्राप्त किए गए हैं और यदि ऐसा है तो किस दर पर।

14. सैनिक सेवा, यदि कोई है, से संबंधित वि-विधियां:

(क) सैनिक सेवा की अवधि

(ख) सैनिक सेवा के लिए की गई/ली जा रही सेवानिवृत्ति प्रवृद्धिएं

(ग) क्या रेलवे पेंशन के लिए सैनिक सेवा की गणना करने का विकल्प किया गया है।

(घ) यदि ऊपर (ग) का उत्तर सकारात्मक है तो क्या सेवानिवृत्ति प्रवृद्धिएं का प्रतिदाय किया गया है।

(ङ) ऐसे भूतपूर्व सैनिकों की दशा में जो सेना बल नियमों के अधीन कुटुम्ब पेंशन के लिए पात्र हैं, क्या सेना बल नियमों के अधीन कुटुम्ब पेंशन प्रतिधारित करने का विकल्प किया गया है या रेल नियमों के अधीन कुटुम्ब पेंशन देने का विकल्प किया गया है।

15. स्वायत्तशासी निकाय में सेवा, यदि कोई हो, से संबंधित विविधियां—

(क) सेवा की विविधियां

संगठन का नाम धारित पद

अवधि

से . . . . . तक

- (ख) क्या उपरोक्त सेवा भी गणना पेंशन के लिए की जाती है।
- (ग) क्या स्वायत्तशासी संगठन ने ग्रेजुए के प्रति अपने पेंशन संबंधी दायित्व का निर्वाहन कर दिया है।
16. क्या सेवानिवृत्त होने वाले कर्मचारी के विरुद्ध कोई विभागीय या न्यायिक कार्यवाहियां चलाई गई हैं।
17. अर्हक सेवा—
- (क) सेवा पुस्तक में लोप, अपूर्णता या कमियों के द्योने जिनकी नियम 79(1)(ख)(ii) के अधीन उद्घा की गई है।
- (ख) वे अवधियां जिनकी गणना अर्हक सेवा के रूप में नहीं की गई है—
- (i) बालक सेवा (नियम 20 का दूसरा परंतुक)
- (ii) असाधारण छुट्टी जिसकी अर्हक सेवा के रूप में गणना नहीं की गई है (नियम 36)
- (iii) निलंबन की अवधियां जो अर्हक सेवा के रूप में नहीं मानी गई हैं (नियम 37)
- (iv) सेवा में व्यवधान नियम 42 (1)(ख) और नियम 43 (ग)
- (v) संयुक्त राष्ट्र निकायों में अन्यत्र सेवा की ऐसी अवधियां जिनके लिए संयुक्त राष्ट्र पेंशन का लाभ उठाया गया है।
- (vi) कोई अन्य अवधि जो अर्हक सेवा के रूप में नहीं मानी गई है (ब्योरा दीजिए)
- (ग) अर्हक सेवा में परिवर्धन
- (i) सैनिक सेवा (नियम 34)
- (ii) नियम 45 के अधीन परिवर्धन
- (iii) स्वायत्तशासी निकाय में सेवा का फायदा (नियम 53) ।
- (iv) नियम 68 के अधीन परिवर्धन
- (घ) अन्य अर्हक सेवा
- (ङ) संपूरित छह मास की अवधियों में अतिरिक्त अर्हक सेवा (तीन मास और अधिक की अवधि संपूरित छह मास की अवधि के रूप में मानी जाती है) ।
18. परिलब्धियां:—
- (क) सेवानिवृत्ति के पूर्व दस मास के दौरान की गई परिलब्धियां।
- | से   | तक | पेंशन की दर | रकम |
|--|----|-------------|-----|
| (ख) यदि अधिकारी सेवानिवृत्ति के ठीक पूर्व अन्यत्र सेवा पर था तो वे प्रसिद्ध परिलब्धियां जो वह अन्य सेवा पर न होने की दशा में प्राप्त करता। |    |             |     |
| (ग) औसत परिलब्धियां जिनकी पेंशन के लिए गणना की गई है।  |    |             |     |
| (घ) परिलब्धियां जिनकी सेवानिवृत्ति उपदान/मृत्यु उपदान के लिए गणना की गई है।  |    |             |     |
| (ङ) परिलब्धियां जिनकी कुटुम्ब पेंशन के लिए गणना की गई है।  |    |             |     |
19. वह तारीख जिसको सेवानिवृत्त होने वाले कर्मचारी ने प्रथम 8 में पेंशन के लिए प्रस्ताव प्रस्तुत किया।
20. कुटुम्ब के पूर्ण और सद्यतन स्थिति जैसे कि वे प्रथम 6 में दिए गए हैं।
- | क्रम सं.   | कुटुम्ब के सदस्यों के नाम | अन्य की तारीख | सर्वकारी सेवक के साथ संबंध |
|--|---------------------------|---------------|----------------------------|
| 1  | 2                         | 3             | 4                          |
| 21. क्या मृत्यु उपदान/सेवानिवृत्ति उपदान के लिए नामनिर्देशन किया गया है।   |                           |               |                            |
| 22. निम्नलिखित के लिए किए तात्पर्य को कार्यवाही की गई—   |                           |               |                            |
| (क) नियम 77 में यथाउपबंधित संपदा निदेशालय में 'वेबकी प्रमाणपत्र' प्राप्त करना,   |                           |               |                            |
| (ख) नियम 79 से यथा उपबंधित पेंशन के लिए अर्हक सेवा और परिपक्वता का निर्धारण, और  |                           |               |                            |
| (ग) नियम 15(3) (ख) में यथाउपबंधित सरकारी आवास के आवंटन में संबंधित शीर्षों का निर्धारण।  |                           |               |                            |
| 23. उपदान में से वसुलीय सरकारी शोध का ब्योरा—  |                           |               |                            |
| (क) सरकारी आवास के लिए लाइसेंस फीस [नियम 16 का उपनियम (2) उपनियम (3) और उपनियम (4) देखिए]  |                           |               |                            |
| (ख) नियम 15 में निविट शोध  |                           |               |                            |
| 24. (क) प्रस्तावित पेंशन/सेवा उपदान  |                           |               |                            |
| (ख) पेंशन पर प्रस्तावित मंजूरी राहत (सेवानिवृत्ति की तारीख को)   |                           |               |                            |
| (ग) वह तारीख जिससे पेंशन प्रारम्भ होगी।  |                           |               |                            |
| 25. कुटुम्ब पेंशन की दर—   |                           |               |                            |
| (क) परिवर्धित दर   |                           |               |                            |
| (ख) वह अवधि जिसके लिए परिवर्धित दर पर कुटुम्ब पेंशन संदेय होगी।  |                           |               |                            |
| (ग) साधारण दर  |                           |               |                            |
| (घ) वह तारीख जिससे कुटुम्ब पेंशन साधारण दर पर संदेय होगी।  |                           |               |                            |
| 26. सेवानिवृत्ति उपदान/मृत्यु उपदान की रकम   |                           |               |                            |
| 27. पेंशन का संराशिकरण—  |                           |               |                            |
| (क) क्या पेंशन आवेदन के साथ उसी समय पेंशन के संराशिकरण के लिए आवेदन किया है (केवल उनको लागू है जो अधिकारिता पेंशन पर सेवानिवृत्त हुए हैं)। |                           |               |                            |
| (ख) संराशित पेंशन का भाग   |                           |               |                            |
| (ग) पेंशन का संराशित मूल्य   |                           |               |                            |
| (घ) संराशित भाग की कटौती करने के पश्चात् अवशिष्ट पेंशन की रकम।   |                           |               |                            |
| (ङ) वह तारीख जिससे परी पेंशन संदेय है।   |                           |               |                            |
| 28. बैंक/पेंशन लेखा कार्यालय का नाम और पता जहाँ से पेंशन ली जाती है।   |                           |               |                            |
| 29. पेंशन और उपदान किस लेखा शीर्ष के नामे डाले जाने है   |                           |               |                            |
| 30. सेवानिवृत्त होने वाले का सेवानिवृत्ति के पश्चात् पता   |                           |               |                            |
- कार्यालय प्रमुख के हस्ताक्षर

## भाग II

1. कार्यालय अध्यक्ष से लेखा अधिकारी द्वारा  
पेंशन कागजपत्रों की प्राप्ति की तारीख :

2. हक की स्वीकृति

अ. अर्हक सेवा की अवधि

आ. पेंशन—

(i) पेंशन का वर्ग

(ii) मासिक पेंशन का रकम

(iii) प्राप्ति की तारीख

उ. पेंशन का संग्रहिकरण—

(i) संग्रहित पेंशन, यदि कोई हो के भाग  
का संग्रहित मूल्य

(ii) संग्रहिकरण के पश्चात् अवशिष्ट पेंशन

(iii) यह तारीख जिससे नयी पेंशन संरक्षित है

(iv) पेंशन भोगी के जीवन रहने के अवधि,  
पेंशन के संग्रहित भाग के प्रत्यावर्तन  
की तारीख

ई. सेवानिवृत्ति/मृत्यु उपदान

(i) कुल संदेश रकम

(ii) सरकारी शोध्यों के लिए समायोजन के  
लिए विधायित रकम

(iii) बिना मृत्यांकित देय राशि के  
समायोजन के लिए रोकी गई अनराशि

(iv) तुरन्त दी जाने वाली कुल रकम

उ. कुटुम्ब पेंशन—

(i) परिवर्धित दर पर

(ii) यह अवधि जिसके लिए परिवर्धित दर  
पर कुटुम्ब पेंशन संश्लेष है

(iii) सामान्य दर पर

3. लेखा शीटों जिसमें पेंशन, सेवानिवृत्ति/मृत्यु उपदान और कुटुम्ब पेंशन  
की रकम नामे डाली जाएगी।

लेखा अधिकारी"

[सं. एक(ई) III/94/पाएन-1/31(संशोधन)]

पी.एम. खुटिया, संयुक्त निदेशक, विल (स्था.)

पाठ टिप्पणी :—रेल सेवा (पेंशन) नियम, 1933 को 3-12-1993 को  
भारत के राजपत्र के उपखंड (ii), खंड 3, भाग II के एन.ओ.  
930(ई) में प्रकाशित किया गया था।

## MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 3rd February, 1995

S.O. 511.—In exercise of the powers conferred by the pro-  
viso to Article 309 of the Constitution, the President hereby  
makes the following rules further to amend the Railway Ser-  
vices (Pension) Rule, 1993 namely :—

1. (1) These rules may be called the Railway Services (Pen-  
sion) First Amendment Rules, 1994.

(2) They shall come into force on the date of their pub-  
lication in the official gazette.

2. In rule 75 of the Railway Services (Pension) Rules, 1993  
(hereinafter referred to as the said rules), in clause (b) (iii)  
of sub-rule (19), the words "before retirement but shall not  
include a son or daughter adopted after retirement" shall be  
deleted.

3. In rule 75 of the said rules, for proviso (a) to sub-rule  
(6), the following shall be substituted, namely :—

"The family pension shall be paid to such sons or daugh-  
ters through the guardian as if he or she were a  
minor on the basis of guardianship certificate or the  
guardian appointed by a court except in the case  
of physically crippled son/daughter who has attained  
the age of majority."

Sub-proviso within this proviso and the explanation (1)  
under this rule shall also be deleted.

4. In Rule 75 of the said rules, for sub-rule (17) the fol-  
lowing sub-rule shall be substituted, namely :—

(17) A military pensioner, who on retirement from mili-  
tary service, on retiring pension, service pension or  
invalid pension is governed for the grant of ordi-  
nary family pension by Army Instruction 2/S/6-4  
or corresponding Navy or Air Force instructions and  
is re-employed in a Railway service or Railway post  
before attaining the age of superannuation, shall for  
the purpose of eligibility for the family pension ad-  
missible under this rule or the family pension already  
authorised under the aforesaid Army/Navy/Air Force  
instruction, be governed as follows :—

(i) if he dies while holding a railway post, his family  
shall be allowed family pension under these rules  
or the family pension authorised at the time of  
retirement or discharge from the military service,  
whichever is more advantageous to the family;

(ii) if he has on appointment to a railway service or  
post, opted to retain military pension for the past  
military service :—

(a) and retires from the railway re-employment with-  
out earning any pension therefor, his family shall  
be entitled to family pension as authorised at the  
time of his retirement/discharge from military  
service;

(b) retires from railway re-employment after becom-  
ing eligible for pension therefor, he shall exercise  
an option at the time of applying for pension for  
railway service either to be governed by family  
pension under these rules or to avail of family  
pension benefits as authorised at the time of his  
retirement/discharge from military service and the  
said option once exercised shall be final.

(iii) if on appointment to a railway service or post, he  
has opted to surrender military pension and count  
the military service for railway pension, his family  
shall be entitled to family pension under these rules.

5. In Rule 79 of the said rules, in sub-rule (1), for clause  
(c), the following shall be substituted namely :—

"(c) Third Stage—As soon as the second stage is comple-  
ted and in any case not later than ten months prior  
to the date of retirement of the railway servant, the  
Head of Office shall take the following action :—

(i) He shall furnish to the retiring railway servant a  
certificate regarding the length of qualifying service  
proposed to be admitted for purpose of pension and  
gratuity as also the emoluments and the average  
emoluments proposed to be reckoned with for re-  
tirement gratuity and pension. In case the certi-  
fied service and emoluments as indicated by the  
Head of Office are not acceptable to him he shall



furnish to the Head of Office the reasons for non-acceptance inter alia supported by the relevant documents in support of his claim.

- (ii) In case of any difficulty in determining the length of qualifying service an account of non-availability of service records, the retiring railway servant shall be asked to file a written statement of service as provided in clause (ii) of sub-rule (1) and sub-rule (2) of rule 91.
- (iii) Forward to the retiring railway servant Form 8 advising him to submit the same duly completed in all respects so as to reach the Head of Office not later than eight months prior to this date of retirement."

6. In Rule 86 of the said rules, the word 'borrowing' occurring in the last sentence of sub-rule (1), shall be substituted by the word 'parent'.

7. For Form 7 of the said rules, the following shall be substituted, namely :—

#### FORM 7

Form for assessing Pension/Family Pension and Gratuity. sent in duplicate if payment is desired in a different circle of accounting unit.

[See rules 78, 80, 87(1) and (3) and 85(1)]

#### PART I

1. Name of the retiring Government employee.
2. Father/Husband's name
3. Height
4. Marks of Identification
5. Date of Birth
6. Service to which belongs  
(Indicate name of organised service, if any)
7. Particulars of post held at the time of retirement—
  - (a) Name of the Office
  - (b) Post Held
  - (c) Whether the appointment mentioned above was under Government or outside the Government on foreign service terms.
8. Whether declared substantive in any post under the Railways
9. Date of beginning of service
10. Date of ending of service
11. Cause of ending of service—
  - (a) Permanent absorption in public sector undertaking/ autonomous body (rule 54).
  - (b) Due to abolition of post (rule 63).
  - (c) Superannuation (rule 51)
  - (d) Invalidment on medical ground (rule 55).
  - (e) Voluntary/premature retirement at the initiative of the Government servant under rules 66, 67 and 1802 (b) (i)-IREC Vol. II (1987 Ed.).
  - (f) Premature retirement at the initiative of the Government (rule 66 or Rule 1802 (a)-IREC Vol II (1987 Ed.).
  - (g) Compulsory retirement (rule 64).
  - (h) Removal/dismissal from service (rules 40 and 65).
  - (i) Death.

12. In the case of compulsory retirement the orders of the competent authority whether pension may be allowed at full rates or at reduced rates and in case of reduced rates, the percentage at which it is to be allowed.

13. In case of removal/dismissal from service whether orders of competent authority have been obtained for grant of compassionate allowance and if so, at what rate.

14. Particulars relating to military service, if any

- (a) Period of military service.
- (b) Terminal benefits drawn/being drawn for military service.
- (c) Whether opted for counting of military service towards Railway pension.
- (d) If answer to (c) above is in the affirmative, whether the terminal benefits have been refunded.
- (e) In case of ex-servicemen who are eligible for family pension under the Armed Forces rules, whether opted to retain family pension under the Armed Forces rules or to draw family pension under the Railway rules.

15. Particulars relating to service in autonomous body, if any—

(a) Particulars of Service :

Name of Organisation	Post held	Period	
		From	To

(b) Whether the above service is to be counted for pension.

(c) Whether the autonomous organisation has discharged its pensionary liability to the Railways.

16. Whether any departmental or judicial proceedings are pending against the retiring employee.

17. Qualifying service—

- (a) Details of omission, imperfection or deficiencies in the Service Book which have been ignored under rule 79 (1) (b) (ii).
- (b) Period not counting as qualifying service—
  - (i) Boy service (2nd proviso to rule 20).
  - (ii) Extraordinary Leave not counting as qualifying service (rule 36).
  - (iii) Periods of suspension not treated as qualifying service (rule 37).
  - (iv) Interruptions in service [rule 42 (1) (b)] and rule 43(c).
  - (v) Periods of foreign service with United Nation bodies for which United Nations pension has been availed.
  - (vi) Any other period not treated as qualifying service (give details).
- (c) Additions to qualifying service—
  - (i) Military service (rule 34).
  - (ii) Weightage under rule 45.
  - (iii) Benefit of service in an autonomous body (rule 53)
  - (iv) Weightage under rule 68.
- (d) Net qualifying service
- (e) Qualifying service expressed in terms of completed six monthly periods (period of three months and over is treated as completed six monthly period).

18. Emoluments—

(a) Emoluments drawn during 10 months preceding retirement—

From	To	Rate of pay	Amount
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(b) If the officer was on foreign service immediately preceding retirement, the notional emoluments which he would have drawn under Government but for being on foreign service.

(c) Average emoluments reckoned for pension.

(d) Emoluments reckoned for retirement gratuity/death gratuity.

(e) Emoluments reckoned for family pension.

19. Date on which the retiring employee submitted his application for pension in Form 8.

20. Complete and up-to-date details of the family as given in Form 6.

S. No.	Name of the Member of the family.	Date of Birth	Relation with the Railway Servant
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21. Whether nomination made for death gratuity/retirement gratuity.

22. The date on which action initiated to

(a) obtain the 'No demand certificate' from the Directorate of Estates as provided in rule 77.

(b) assess the service and emoluments qualifying for pension as provided in rule 79 and

(c) assess the Government dues other than the dues relating to the allotment of Government accommodation as provided in rule 15(3)(b).

23. Details of Government dues recoverable out of gratuity—

(a) Licence fee for Government accommodation (see sub-rules (2), (3) and (4) of rule 16).

(b) Dues referred to in rule 15.

24. (a) Proposed pension/service gratuity.

(b) Proposed dearness relief on pension (as on the date of retirement).

(c) Date from which pension is to commence.

25. Rate of family pension—

(a) Enhanced rate.

(b) Period for which family pension will be payable at enhanced rate.

(c) Ordinary rate.

(d) Date from which ordinary rate of family pension will be payable.

26. Amount of retirement gratuity/death gratuity.

27. Commutation of pension—

(a) Whether simultaneously applied for commutation of pension with the pension application (applicable only in the case of those who retire on superannuation pension).

(b) The portion of pension commuted

(c) Commuted value of pension

(d) Amount of residuary pension after deducting commuted portion.

(e) Date from which reduced pension is payable.

28. Name and address of Bank/Pension Accounting Office from where pension is to be drawn.

29. Head of Account to which pension and gratuity are debitable.

30. Post retirement address of the retiree.

Signature of the  
Head of Office

## PART II

1. Date of receipt of pension papers by the Accounts Officer from Head of Office.

2. Entitlements admitted.

A. Length of Qualifying service

B. Pension—

(i) Class of Pension

(ii) Amount of monthly pension

(iii) Date of commencement

C. Commutation of Pension—

(i) Commuted value of portion of pension commuted, if any

(ii) Residuary pension after commutation

(iii) Date from which reduced pension is payable

(iv) Date of restoration of commuted portion of pension subject to the pensioner continuing to live.

D. Retirement/Death Gratuity

(i) Total amount payable

(ii) Amount to be adjusted towards Government dues

(iii) Amount to be withheld for adjustment of unassessed dues.

(iv) Net amount to be released immediately

E. Family Pension—

(i) At enhanced rate

(ii) Period for which Family Pension at enhanced rate is payable

(iii) At normal rate

3. Head of Account to which the amount of pension, retirement/death gratuity and family pension are to be debited.

Accounts Officer

[No. F(E)III/94/PN-1/31 (Amendment)]

P. S. KHUNTIA, Jr. Director Fin. (E&amp;H)

Foot Note : The Railway Services (Pension) Rules, 1993 were published as S.O. 930(E) in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated 3rd December, 1993.

नई दिल्ली, 6 फरवरी, 1995

का.आ. 512.—राजभाषा (संव के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (2) और (4) के अनुसरण में रेल मंत्रालय, रेलवे बोर्ड निम्नलिखित रेलों के कार्यालयों को, जहाँ कर्मचारियों ने हिन्दी का कार्यवाहक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है :—

1. रेल अर्ली बोर्ड, रांची

उत्तर रेल (मुरादाबाद मंडल)

2. रेल स्टेशन, अतरौली रोड

3. रेल स्टेशन, मिथक

4. रेल स्टेशन, मंडौला

5. बरि, मंडल चिकित्सा अधिकारी का कार्यालय, बरेली

6. रेल स्टेशन, बबरासा

7. रेल स्टेशन, बिबारी

8. बरि, मंडल चिकित्सा अधिकारी का कार्यालय, नजीबाबाद

9. लोक फोरमैन (मंडार), बरेली

10. रेल स्टेशन, मिम्बोली

11. रेल स्टेशन, बावण्ड

12. सहायक अभियंता, कार्यालय माहजहापुर
13. सहायक मंकेत एवं दूर संचार अभियंता कार्यालय, माहजहापुर
14. रेल स्टेशन, कोढ़ा
15. रेल स्टेशन, बैहटागोकुल

पूर्वोत्तर रेल (इज्जतनगर मंडल) :

16. लोको फोरमैन, कासगंज
17. लोको फोरमैन, बरेली सिटी
18. लोको फोरमैन, काठगोदाम
19. लोको फोरमैन, काशीपुर
20. रेल स्टेशन, फतेहगढ़
21. रेल स्टेशन, फर्रुखाबाद
22. रेल स्टेशन, कासगंज
23. रेल स्टेशन, मथुरा छावनी
24. रेल स्टेशन, बरेली सिटी
25. रेल स्टेशन, इज्जतनगर
26. रेल स्टेशन, पीलीभीत
27. रेल स्टेशन, काठगोदाम

पूर्वोत्तर रेल (लखनऊ मंडल) :

28. रेल स्टेशन, लखनऊ जंक्शन
29. रेल स्टेशन, ऐशबाग
30. रेल स्टेशन, डाकीगंज
31. रेल स्टेशन, कानपुर (भनवरगंज)
32. रेल स्टेशन, लखनऊ सिटी
33. रेल स्टेशन, राधतपुर
34. रेल स्टेशन, कानपुर सेंट्रल
35. रेल स्टेशन, बादशाहनगर
36. रेल स्टेशन, जहंगीरा बाघराज
37. रेल स्टेशन, बिन्धीरा
38. रेल स्टेशन, बुढ़बल
39. रेल स्टेशन, श्रीकाषाट
40. रेल स्टेशन, बधराघाट
41. रेल स्टेशन, जरबल रोड
42. रेल स्टेशन, सरजू
43. रेल स्टेशन, करनल गंज
44. रेल स्टेशन, मीजापुर
45. रेल स्टेशन, गोण्डा कचहरी
46. रेल स्टेशन, गोण्डा जंक्शन
47. रेल स्टेशन, बलभारक
48. रेल स्टेशन, मोतीगंज
49. रेल स्टेशन, मनकापुर
50. रेल स्टेशन, कटरा
51. रेल स्टेशन, मसकनवा
52. रेल स्टेशन, स्वामीनारायण छपिया
53. रेल स्टेशन, बभनान
54. रेल स्टेशन, गौर
55. रेल स्टेशन, टिनिअ
56. रेल स्टेशन, गोबिन्द नगर
57. रेल स्टेशन, बस्ती
58. रेल स्टेशन, श्रीवारा
59. रेल स्टेशन, मण्डेरवा
60. रेल स्टेशन, चुरेब
61. रेल स्टेशन, खलीलाबाद
62. रेल स्टेशन, मगहर
63. रेल स्टेशन, सहजानवा
64. रेल स्टेशन, जगतबेला

65. रेल स्टेशन, डोमिनगढ़
66. रेल स्टेशन, गोरखपुर जं.
67. रेल स्टेशन, गोरखपुर छावनी
68. रेल स्टेशन, नकहाजगल
69. रेल स्टेशन, मानीराम
70. रेल स्टेशन, पीपीगंज
71. रेल स्टेशन, कैम्पियरगंज
72. रेल स्टेशन, प्रान्दनगर
73. रेल स्टेशन, लखमीपुर
74. रेल स्टेशन, नीतनवां
75. रेल स्टेशन, बृजमनगंज
76. रेल स्टेशन, उसका बाजार
77. रेल स्टेशन, नीगढ़
78. रेल स्टेशन, जिल्हिया
79. रेल स्टेशन, सोहरनगढ़
80. रेल स्टेशन, परमा
81. रेल स्टेशन, बड़तन
82. रेल स्टेशन, पंचपेड़वा
83. रेल स्टेशन, गैमरी जं.
84. रेल स्टेशन, जरबा
85. रेल स्टेशन, तुलसीपुर
86. रेल स्टेशन, कोवापुर
87. रेल स्टेशन, मंजहवा
88. रेल स्टेशन, बलराजपुर
89. रेल स्टेशन, भदानीपुर कलां
90. रेल स्टेशन, मुसामपुर
91. रेल स्टेशन, गंगानग
92. रेल स्टेशन, बननारी
93. रेल स्टेशन, विशोबरगंज
94. रेल स्टेशन, पयागपुर
95. रेल स्टेशन, जिलवरिया
96. रेल स्टेशन, बहुराष्ट्र
97. रेल स्टेशन, रिसिमा
98. रेल स्टेशन, मटेरा
99. रेल स्टेशन, नेपालगंज रोड
100. रेल स्टेशन, नामपारा जं.
101. रेल स्टेशन, रायबोला
102. रेल स्टेशन, कराहा रेस्ट हाउस
103. रेल स्टेशन, मिहिनपुरवा
104. रेल स्टेशन, भूरतिहा
105. रेल स्टेशन, निशानगाहा
106. रेल स्टेशन, बडिया
107. रेल स्टेशन, मांझरापुर
108. रेल स्टेशन, तिकुनियाँ
109. रेल स्टेशन, बेलराया
110. रेल स्टेशन, रंहुला साईडिंग
111. रेल स्टेशन, मोनारीपुर
112. रेल स्टेशन, राजनारायणपुर
113. रेल स्टेशन, बीराखेरी
114. रेल स्टेशन, पलियाकला
115. रेल स्टेशन, दकुवा
116. रेल स्टेशन, मोहिनपुरा
117. रेल स्टेशन, बखशी का तालाब
118. रेल स्टेशन, भटरिया
119. रेल स्टेशन, मिछौली
120. रेल स्टेशन, कमनापुर
121. रेल स्टेशन, बरई जलालपुर

122. रेल स्टेशन, खैराबाद (अवध)
123. रेल स्टेशन, सीतापुर
124. रेल स्टेशन, झरकापुर
125. रेल स्टेशन, हरगांव
126. रेल स्टेशन, श्रीधर
127. रेल स्टेशन, श्रीरोटाडा
128. रेल स्टेशन, वाखीमपुर
129. रेल स्टेशन, देवकथा
130. रेल स्टेशन, पटवारा
131. रेल स्टेशन, राजागंज
132. रेल स्टेशन, मोनागोकरतनारा
133. रेल स्टेशन, धौलपुर
134. रेल स्टेशन, मैथानी
135. रेल स्टेशन, नरहारा फतेहापुर
136. रेल स्टेशन, महमूदाबाद (अवध)
137. रेल स्टेशन, गुरावा
138. रेल स्टेशन, धिमवा
139. रेल स्टेशन, गरमंडी
140. रेल स्टेशन, रफीनगर
141. रेल स्टेशन, सिगाही
142. रेल स्टेशन, नवागंज (गोष्ठा)
143. रेल स्टेशन, नई कोट
144. रेल स्टेशन, गहरा
145. रेल स्टेशन, झारखण्डा
146. रेल स्टेशन, मीन्डी फरदा
147. रेल स्टेशन, पैनीपुर
148. प्रवर विद्युत कार्यालय (डीजल गैज), गोष्ठा
149. कैरेज डिपो, गोष्ठापुर
150. कैरेज डिपो, गोष्ठा
151. कैरेज डिपो, कानपुर शतकराज
152. कैरेज डिपो, मैथानी
153. कैरेज डिपो, लखनऊ
154. लोको मोरमैन कार्यालय, कानपुर शतकराज
155. लोको मोरमैन कार्यालय, कानपुर शतकराज
156. लोको मोरमैन कार्यालय, रावतपुर
157. लोको मोरमैन कार्यालय, मैथानी
158. लोको मोरमैन कार्यालय, सीतापुर
159. लोको मोरमैन कार्यालय, गोरखपुर

#### पूर्योत्तर रेल (बागलपुरी मंडल)

160. रेल स्टेशन, डलाहाबाद गिरी
161. रेल स्टेशन, बागलपुरी गिरी
162. रेल स्टेशन, बलिया
163. रेल स्टेशन, छपरा जं.
164. रेल स्टेशन, गढ़वा जं.
165. रेल स्टेशन, देवरिया सदर

[सं. हिंदी-94/रा.भा./1/12/1]

एम. ए. ए. जैदी, सचिव

New Delhi, the 6th February, 1995

S.O. 517.—In pursuance of sub-Rule (2) and (4) of Rule 10 of the Official Language (use for the Official purposes of the Union) Rules, 1976, the Ministry of Railways (Railway Board) hereby notify the following Railway offices where the staff have acquired the working knowledge of Hindi:

1. Railway Recruitment Board, Ranchi

#### NORTHERN RAILWAY (MORADABAD DIVISION):

2. Railway Station, Atrauli Road
3. Railway Station, Milak
4. Railway Station Sandila
5. Office of the Senior Divisional Medical Officer, Bareilly
6. Railway Station, Babrala
7. Railway Station, Debai
8. Office of the Sr. Divisional Medical Officer, Najibabad
9. Office of the Loco Foreman (Stores), Bareilly
10. Railway Station, Simbhooli
11. Railway Station, Babugarh
12. Office of the Assistant Engineer, Shahjehanpur 3
13. Office of the Assistant Signal & Telecommunication Engineer, Shahjehanpur
14. Railway Station, Kaurha
15. Railway Station, Behtagokul

#### NORTHEASTERN RAILWAY (IZZATNAGAR DIVISION).

16. Office of the Loco Foreman, Kashganj
17. Office of the Loco Foreman, Bareilly city
18. Office of the Loco Foreman, Kathgodam
19. Office of the Loco Foreman, Kashipur
20. Railway Station, Hatchgarh
21. Railway Station, Farukhabad
22. Railway Station, Kashganj
23. Railway Station, Mathura, Cantt.
24. Railway Station, Bareilly City
25. Railway Station, Izzatnagar
26. Railway Station, Pilibhit
27. Railway Station, Kathgodam

#### NORTHEASTERN RAILWAY LUCKNOW DIVISION

28. Railway Station, Lucknow Jn
29. Railway Station, Aishbahar
30. Railway Station, Daliganj
31. Railway Station, Kanpur Anwarganj
32. Railway Station, Lucknow City
33. Railway Station, Rawatpur
34. Railway Station, Kanpur Central
35. Railway Station, Badshahnagar
36. Railway Station, Jhangirabad Raj
37. Railway Station, Bindaura
38. Railway Station, Burhwal
39. Railway Station, Chowka Ghat
40. Railway Station, Ghaghara Ghat
41. Railway Station, Garwal Road
42. Railway Station, Sarju
43. Railway Station, Colonelganj
44. Railway Station, Maijapur
45. Railway Station, Gonda Kachahar
46. Railway Station, Gonda Jn.
47. Railway Station, Barua Chak
48. Railway Station, Moti Ganj
49. Railway Station, Mankapur
50. Railway Station, Katra
51. Railway Station, Maskanwa
52. Railway Station, Swami Narayan Chhapia
53. Railway Station, Babhanan
54. Railway Station, Gaur
55. Railway Station, Tinichi
56. Railway Station, Govindnagar
57. Railway Station, Basti
58. Railway Station, Orwara
59. Railway Station, Munderwa
60. Railway Station, Chureb

61. Railway Station, Khalilabad	112. Railway Station, Rajnainpur
62. Railway Station, Maghar	113. Railway Station, Bhira Kheri
63. Railway Station, Sahjanwa	114. Railway Station, Palia Kalan
64. Railway Station, Jagatbela	115. Railway Station, Dudwa
65. Railway Station, Domingarh	116. Railway Station, Mohibullapur
66. Railway Station, Gorahhpur Jn.	117. Railway Station, Bakshi Ka Talab
67. Railway Station, Gorakhpur Cantt.	118. Railway Station, Ataria
68. Railway Station, Nahha Jungle	119. Railway Station, Sidhauri
69. Railway Station, Mani Ram	120. Railway Station, Kamapur
70. Railway Station, Pipiganj	121. Railway Station, Barai Jalapur
71. Railway Station, Compierganj	122. Railway Station, Khairabad (Avadh)
72. Railway Station, Anandnagar	123. Railway Station, Sitapur
73. Railway Station, Lachmipur	124. Railway Station, Jharekapur
74. Railway Station, Nautanwa	125. Railway Station, Hargaoth
75. Railway Station, Bridgmanganj	126. Railway Station, Oeil
76. Railway Station, Uska Bazar	127. Railway Station, Kheri Town
77. Railway Station, Naugarh	128. Railway Station, Lakhimpur
78. Railway Station, Chilhia	129. Railway Station, Devkalan
79. Railway Station, Shratgarh	130. Railway Station, Fardhan
80. Railway Station, Parsa	131. Railway Station Razaganj
81. Railway Station, Barhni	132. Railway Station, Gola Gokarannath
82. Railway Station, Pachparwa	133. Railway Station Bhikhampur
83. Railway Station, Gainsari Jn.	134. Railway Station, Mallani
84. Railway Station, Jarwa	135. Railway Station, Rahsil Fatehpur
85. Railway Station, Tulsipur	136. Railway Station, Mahmudabad (Avadh)
86. Railway Station, Kauwapur	137. Railway Station, Sarayan
87. Railway Station, Gainjahwa	138. Railway Station, Biswan
88. Railway Station, Balrampur	139. Railway Station, Parsendi
89. Railway Station, Bhawanipur Kalan	140. Railway Station, Rafinagar
90. " " Shubhagpur	141. Railway Station, Jhilahi
91. " " Gangadham	142. Railway Station, Nawabganj ( Gonda)
92. " " Bangain	143. Railway Station, Naikot
93. " " Bisheshwarganj	144. Railway Station, Lehra
94. " " Payagpur	145. Railway Station, Jharkhendi
95. " " Chilwariya	146. Railway Station, Gauri Phanta
96. " " Bahraich	147. Railway Station, Paintepur
97. " " Risia	148. Office of the Senior Electric Chargeman (Diesel Shed), Gonda
98. Railway Station, Matera	149. Carriage Depot, Gorakhpur
99. Railway Station, Nepalganj Road	150. Carriage Depot Gonda
100. Railway Station, Nanpara Jn.	151. Carriage Depot, Kanpur Anwarganj
101. Railway Station, Raibojha	152. Carriage Depot, Mailani
102. Railway Station, Kakraha Rest House	153. Carriage Depot, Lucknow
103. Railway Station, Mihinpurwa	154. Office of the Loco Foreman, Charbagh Lucknow
104. Railway Station, Murthiha	155. Office of the Loco Foreman, Kanpur Anwarganj
105. Railway Station, Nishangara	156. Office of the Loco Foreman, Gonda
106. Railway Station, Bishia	157. Office of the Loco Foreman, Mailani
107. Railway Station, Manjhra Purab	158. Office of the Loco Foreman, Sitapur
108. Railway Station Tikunia	159. Office of the Loco Foreman, Gorakhpur
109. Railway Station, Belrayan	
110. Railway Station Rehta Siding	
111. Railway Station, Sonaripur	

## N.E. RAILWAY (VARANASI DIVISION) :

160. Railway Station, Allahabad City
161. Railway Station, Varanasi City
162. Railway Station, Ballia
163. Railway Station, Chhapra Jn.
164. Railway Station, Bhatni Jn.
165. Railway Station, Deoria Sadar

[No. Hindi-94/OL-I/12/11]

Sd/-

S.A.A. ZAIDI, Secy.

संचार मंत्रालय  
( डाक विभाग )  
( भवन अनुभाग )  
शुद्धिपत्र-iv

नई दिल्ली, 8 फरवरी, 1995

कां०ग्रा० 513.—डाक विभाग में संपदा अधिकारी के बतौर कार्य करने के लिए नियुक्त केन्द्रीय सरकार के राजपत्र अधिकारियों से संबंधित, इस निदेशालय के दिनांक 28-1-92 के समसंख्यक पत्र द्वारा जारी अधिसूचना, जो भारत के राजपत्र के भाग-II-3(ii) दिनांक 11-9-93 में प्रकाशित हुई थी, में प्रत्येक सर्किल के सामने निम्नलिखित परिवर्तन कर दिए जाएं :

क्रम० सं०	सर्किल का नाम	अधिकारियों का पदनाम	अधिकार क्षेत्र
3.	बिहार सर्किल	सहायक पोस्टमास्टर जनरल (भवन), पोस्टमास्टर जनरल का कार्यालय, उत्तरी क्षेत्र, मुजफ्फरपुर।	उत्तरी क्षेत्र मुजफ्फरपुर
8.	जम्मू-कश्मीर सर्किल	सहायक पोस्टमास्टर जनरल (पीएलआई), मुख्य पोस्टमास्टर जनरल का कार्यालय, जम्मू-कश्मीर सर्किल, जम्मू।	जम्मू
14.	उड़ीसा सर्किल	सहायक पोस्टमास्टर जनरल (मेल्स), मुख्य पोस्टमास्टर जनरल का कार्यालय, उड़ीसा सर्किल, भुवनेश्वर।	भुवनेश्वर
15.	पंजाब सर्किल	सहायक पोस्टमास्टर जनरल (तकनीकी), मुख्य पोस्टमास्टर जनरल का कार्यालय, चण्डीगढ़।	मुख्य पोस्टमास्टर जनरल, पंजाब सर्किल, चण्डीगढ़ के प्रशासनिक नियंत्रण के अन्तर्गत आने वाले क्षेत्र
18.	उत्तर प्रदेश	सहायक निवेशक डाक सेवाएं, स्था० एवं जांच, इलाहाबाद क्षेत्र।	इलाहाबाद क्षेत्र

[सं० 2-119/90-भवन]

डी० सरकार, सहायक महानिदेशक (भवन)

MINISTRY OF COMMUNICATIONS

(Department of Posts)

(Building Section)

CORRIGENDUM-IV

New Delhi, the 8th February, 1995

S.O. 513 :—In the Notification issued under the Directorate Office of even No. dated 28-1-92 in respect of the Central Govt. Gazetted Officers appointed to act as Estate Officers in the Department of Posts published in Gazette of India in Part-II—3(ii) dated 11-9-93. The following changes may be made against each Circle as under :—

Sl. No.	Name of Circle	Designation of the Officers	Territorial jurisdiction
1	2	3	4
3.	Bihar Circle	Assistant Postmaster General (Building), o/o the PMG, Northern Region, Muzaffarpur.	Northern Region Muzaffarpur

1	2	3	4	5	6
8. J&K Circle	Assistant Postmaster, General (PLI) o/o Chief PMG, J&K Circle, Jammu			Jammu	
14. Orissa Circle	Assistant Postmaster General (Mails) o/o the Chief PMG, Orissa Circle, Bhubaneswar.			Bhubaneswar	
15. Punjab Circle	Assistant Postmaster General (Tech.) o/o the Chief Postmaster General, Chandigarh.			Premises under the Administrative control CPMG, Punjab Circle Chandigarh.	

[No. 2—119/90-Bldg.]

D. SARKAR, Asstt. Director General (B)

## (दूरसंचार विभाग)

नई दिल्ली, 31 जनवरी, 1995

कां.भा. 514.—केन्द्रीय सरकार, राजभाषा संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10(4) के अनुसरण में, संचार मंत्रालय के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों, जिनमें 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है :—

1. महाप्रबंधक दूरसंचार कार्यालय, कण्णूर (केरल)
2. दूरसंचार जिला प्रबंधक कार्यालय, कोल्लम (केरल)
3. महाप्रबंधक दूरसंचार जिला, बड़ौदा (गुजरात)
4. दूरसंचार जिला प्रबंधक इलाहाबाद (उत्तर प्रदेश)

[सं.ई 11016/1/94-रा.भा-]  
एच.सी. शर्मा, उपनिदेशक (रा.भा.)

(Department of Telecommunications)

New Delhi, the 31st January, 1995

S.O. 514.—In pursuance of Rule 10(4) of the Official Language (Use for Official purposes of the Union) Rule, 1976, the Central Government hereby notifies following offices of the Ministry of Communications where of more than 80 per cent staff have acquired working Knowledge of Hindi :—

1. General Manager Telecom. Office, Kanpur (Kerala).
2. Telecom. District Manager, Collam (Kerala).
3. Telecom. District Manager, Allahabad (UP).
4. General Manager Telecom. Baroda (Gujarat).

[No. E. 11016/1/94-OL]

H. C. SHARMA, Dy. Director (OL)

## सूचना और प्रसारण मंत्रालय

नई दिल्ली, 19 जनवरी, 1995

कां.भा. 515.—चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा-5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का उपयोग करते हुए और इस मंत्रालय की 21-12-94 की समसंख्यक अधिसूचना के अनुक्रम में केन्द्रीय सरकार निम्नलिखित व्यक्तियों को तत्काल से दो वर्ष की अवधि अथवा अगले आदेशों तक जो पहले हो, के लिए केन्द्रीय फिल्म प्रमाणन बोर्ड के बम्बई सलाहकार पैनल के सदस्यों के रूप में नियुक्त करती है :—

1. श्री सतीश कुलकर्णी
2. श्री महेश कोठारे
3. श्री रामदास दत्तात्रय फुटाने
4. श्री विनय कुमार सिन्हा
5. श्री दिनकर चौधरी
6. श्री शीतल जैन
7. श्री बी.एस. शाद
8. श्रीमती लीना सेन
9. श्री विरेन्द्र सिंह खुराना
10. डा. हरीश मोहन
11. श्री ए.के. बीर
12. श्री बी.एम. थापा
13. श्री आनन्द
14. श्री जे.ओम प्रकाश
15. श्री नितिन मवानी
16. श्री बासु चटर्जी
17. श्री आई.ए. नादियादवाला
18. श्री ज्योति वेंकटेश

19. श्री नरेन्द्र देसाई
20. सुश्री आशा पारेख
21. सुश्री तनुजा
22. सुश्री फरीदा जलाल
23. सुश्री सुषमा शिरोमणि
24. सुश्री सीमा देव
25. सुश्री शमा जैदी
26. सुश्री शोभा दे
27. सुश्री भावना सोमईया
28. सुश्री सुप्रिया पाठक
29. सुश्री पामेला चोपड़ा

[का०संख्या 809/4/93-एफ (सी)]

पी० गोपालन, डेस्क अधिकारी

# MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 19th January, 1995

S.O. 515.—In exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952), read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983 and in continuation of this Ministry's Notification of even number dated 21-12-94, the Central Government is pleased to appoint the following persons as members of the Bombay advisory panel of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier :—

1. Shri Satish Kulkarni
2. Shri Mahesh Kothare
3. Shri Ramdas Dattatray Phutane
4. Shri Vinay Kumar Sinha
5. Shri Dinkar Chowdhary
6. Shri Sheetal Jain
7. Shri B. S. Shaad
8. Smt. Leena Sen
9. Shri Virendra Singh Khurana
10. Dr. Harish Mohante
11. Shri A. K. Bir
12. Shri B. S. Thapa
13. Shri Anand
14. Shri J. Om Prakash
15. Shri Nitin Mavani
16. Shri Basu Chatterji
17. Shri I. A. Nadiadwala
18. Shri Jyoti Venkatesh
19. Shri Narendra Desai
20. Ms. Asha Parekh
21. Ms. Tanuja
22. Ms. Farida Jalal
23. Ms. Sushma Shiromani
24. Ms. Seema Deo
25. Ms. Shama Zaidi
26. Ms. Shobha De
27. Ms. Bhavna Somaiya
28. Ms. Supriya Phatak
29. Ms. Pamela Chopra

[File No. 809/4/93-F(C)]

P. GOPALAN, Desk Officer

भारत मौसम विज्ञान विभाग  
(मौसम विज्ञान के महानिदेशक का कार्यालय)

शुद्धि-पत्र

नई दिल्ली, 3 फरवरी, 1995

का०सं० 516.—भारत के राजपत्र के भाग II खण्ड 3(ii) में दिनांक 16-3-1991 को पृष्ठ सं० 1310 पर (भाग II) सामान्य केन्द्रीय सेवा समूह "ग"—"अन्य पद" भाग (ख) में "अन्य कार्यालयों की स्थापना में" प्रकाशित भारत सरकार (भारत मौसम विज्ञान विभाग) की दिनांक 4-3-1999 की अधिसूचना सं० 790 के साथ संलग्न अनुसूची के कालम सं० 2 पंक्ति 7 (नियुक्ति प्राधिकारी) और कालम 3 पंक्ति 38 (सभी शास्तियाँ अधिरोपित करने के लिए सक्षम प्राधिकारी) के अन्तर्गत शुद्ध करके "मौसम विज्ञान उपमहानिदेशक जो प्रादेशिक मौसम विज्ञान केन्द्रों/कार्यालयों के प्रधान के रूप में कार्यरत हों" पढ़ें यथा :—

"मौसम विज्ञान उपमहानिदेशक (अनुसंधान) और मौसम विज्ञान उपमहानिदेशक (कृषि मौसम) पुणे स्थित कार्यालयों में मौसम विज्ञान उपमहानिदेशक, तथा मौसम विज्ञान उपमहानिदेशक जो कार्यालयों/प्रादेशिक मौसम विज्ञान केन्द्रों के प्रधान के रूप में कार्यरत हों, अपने-अपने स्थापनों में धारित पदों के लिए"।

2. भारत के राजपत्र के भाग II खण्ड 3(ii) में दिनांक 16-3-1991 को पृष्ठ 1311 (भाग III सामान्य केन्द्रीय सेवा-समूह "घ") में प्रकाशित भारत सरकार (भारत मौसम विज्ञान विभाग) की दिनांक 4-3-1991 की अधिसूचना सं० 790 के साथ संलग्न अनुसूची के कालम 5 पंक्ति 10 के अन्तर्गत "3(i)" में शुद्ध करके "मौसम विज्ञान उपमहानिदेशक जो कार्यालयों/प्रादेशिक मौसम विज्ञान केन्द्रों के प्रधान के रूप में कार्यरत हों" पढ़ें यथा :—

"मौसम विज्ञान उपमहानिदेशक (अनुसंधान) और मौसम विज्ञान उपमहानिदेशक (कृषि मौसम) पुणे स्थित कार्यालयों में मौसम विज्ञान उपमहानिदेशक, तथा मौसम विज्ञान उपमहानिदेशक जो कार्यालयों/प्रादेशिक मौसम विज्ञान केन्द्रों के प्रधान के रूप में कार्यरत हों, अपने-अपने स्थापनों में धारित पदों के लिए"।

[सं० धी०-00101/IV/ए]

पी०बी० मजूमदार, मौसम विज्ञानी ग्रेड-1 (विजि०)

कृते मौसम विज्ञान, महानिदेशक

INDIA METEOROLOGICAL DEPARTMENT

(Office of the Director General of Meteorology)

CORRIGENDA

New Delhi, the 3rd February, 1995

S.O. 516.—Under Col. 2 line 11 (Appointing Authority) and Col. 3 line 34 (Authorities competent to impose all penalties) in the Schedule annexed to the Government of India (India Meteorological Department) notification No. 790 dated 4-3-1991 published in the Gazette of India, Part II Section 3(ii) dated 16-3-1991 on PP 1314 (Part II General Central Service—Group 'C'—"Other Posts"—part (b) "In



the establishment of other offices" replace "Deputy Director General of Meteorology working as Head of the Regional Meteorological Centres/Offices"

by

"Deputy Director General of Meteorology in the Offices of the Additional Director General of Meteorology (Research) and Additional Director General of Meteorology (Agrimet) Pune and Deputy Director General of Meteorology working as Head of the Offices/Regional Meteorological Centres for Ports in their respective establishments"

2. Under Col. 5 line 13 (Appellate Authority) in the Schedule annexed to the Government of India (India Meteorological Department) notification No. 790 dated 4-3-1991 published in the Gazette of India Part II Section 3(ii) dated 16-3-1991 on PP 1315 (Part III General Central Service—Group 'D') replace "3(i) Deputy Director General of Meteorology working as Head of Office/Regional Meteorological Centre"

by

"Deputy Director General of Meteorology in the Offices of the Additional Director General of Meteorology (Research) and Additional Director General of Meteorology (Agrimet) Pune and Deputy Director General of Meteorology working as Head of the Offices/Regional Meteorological Centres for Ports in their respective establishments."

[No. V-00101/IV/A]

P. B. MAJUMDER, Meteorologist Grade-I (Vigilance)  
for Director General of Meteorology

संस्कृति विभाग

(भारतीय पुरातत्व सर्वेक्षण)

नई दिल्ली, 1 फरवरी, 1995

(पुरातत्व)

का.घा. 517.—केन्द्रीय सरकार की यह राय है कि इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व के हैं;

अतः, अब, केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अधिशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन संस्मारकों को राष्ट्रीय महत्व का घोषित करने के अपने आशय की सूचना देती है।

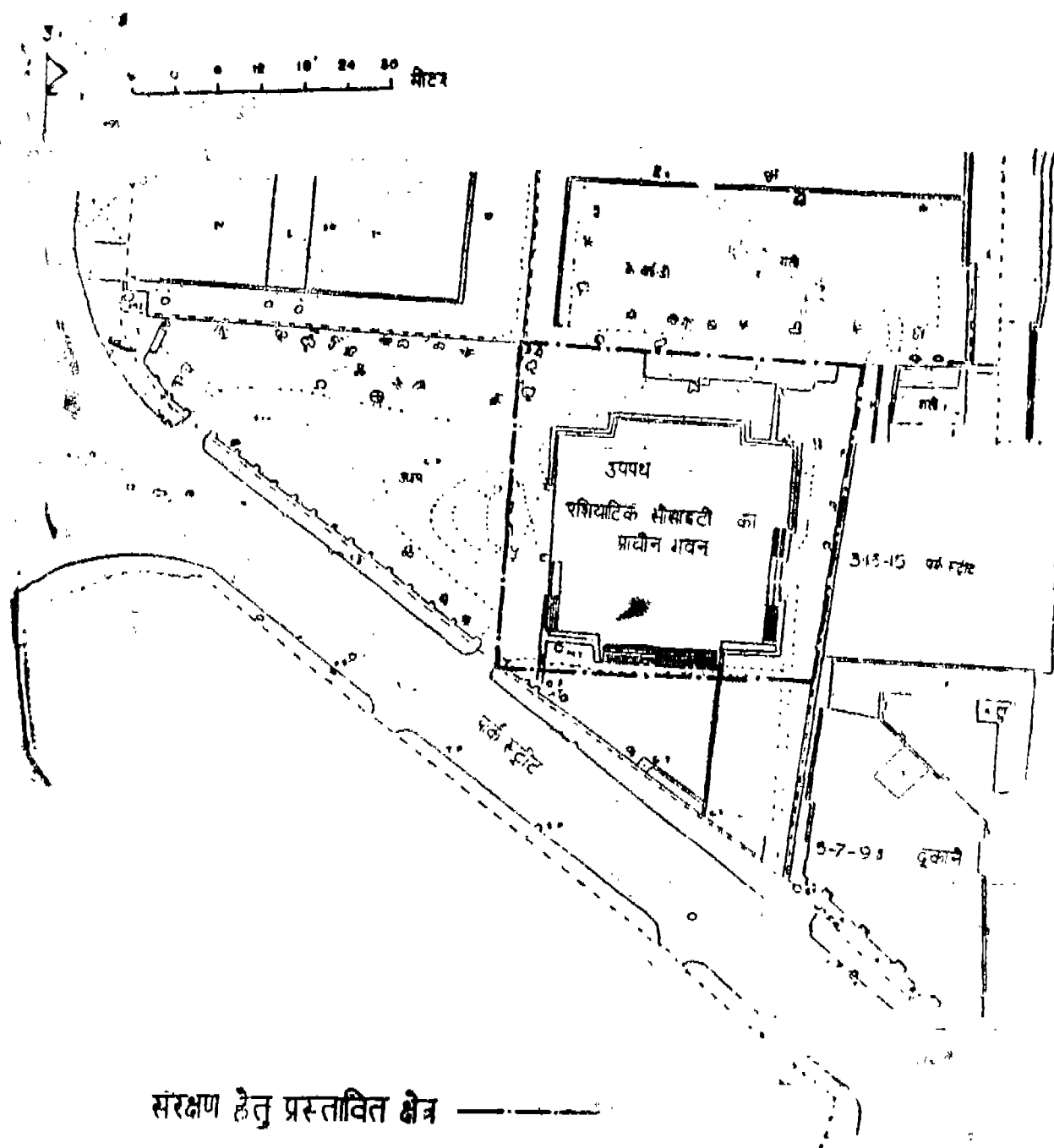
ऐसे किसी आक्षेप पर, जो उक्त प्राचीन संस्मारकों में हितबद्ध किसी व्यक्ति से इस अधिसूचना के राजपत्र में जारी किए जाने की तारीख से दो मास की अवधि के भीतर प्राप्त होंगे, केन्द्रीय सरकार विचार करेगी।

आक्षेप, महानिदेशक, भारतीय पुरातत्व सर्वेक्षण, नई दिल्ली-110011 को भेजे जाएं।

#### अनुसूची

राज्य	जिला	परिक्षेत्र	संस्मारक का नाम	संरक्षण के अधीन क्षेत्र सम्मिलित किए जाने वाले राष्ट्रप्लाट	सीमाएं	स्वामित्व	विष्पणिका
4							
1	2	3	4	5	6	7	8
पश्चिमी बंगाल	कलकत्ता न्यास पार्क स्ट्रीट	एशियाटिक सोसाइटी का पुराना भवन	परिसर सं. 1 पार्क स्ट्रीट	संयम प्लाट उत्तर : 1, के. बाईसी स्ट्रीट 2297 वर्ग फीट पश्चिम : परिसर सं. 1, पार्क स्ट्रीट का भाग पूर्व : 1 कैबाईसी स्ट्रीट और 5-13-15 पार्क स्ट्रीट पश्चिम : 1, पार्क स्ट्रीट का भाग	बंगाल एशियाटिक सोसाइटी		

# पश्चिम बंगाल-एशियाटिक सोसाइटी के प्राचीन भवन का भूतल परिसर मानचित्र



संरक्षण हेतु प्रस्तावित क्षेत्र

[सं. 2/11/92 - एम.]

एम. के. महापात्रा, सचिव, संस्कृत विभाग/महानिदेशक

DEPARTMENT OF CULTURE  
(Archaeological Survey of India)

New Delhi, the 1st February, 1995  
(ARCHAEOLOGY)

S.O. 517.—Whereas the Central Government is of opinion that the Ancient Monuments specified in the Schedule annexed hereto are of National Importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and

Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said Ancient Monuments to be of National Importance.

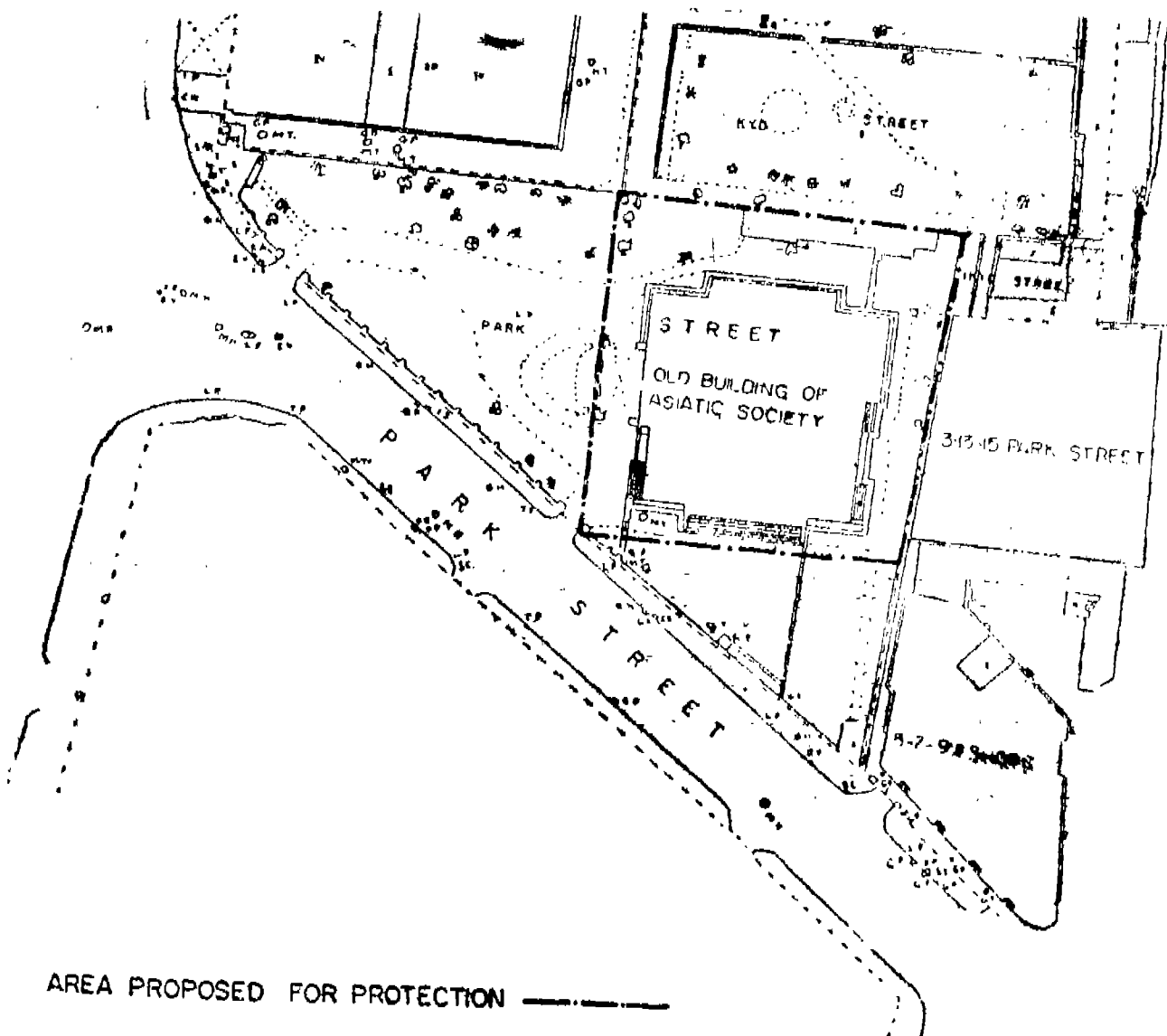
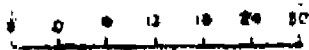
Any objection which may be received within a period of two months, from the date of issue of this notification in the Official Gazette, from any person interested in the said ancient Monuments will be considered by the Central Government.

The objection may be sent to the Director General, Archaeological Survey of India, New Delhi-110011.

## SCHEDULE

State	District	Locality	Name of monument	Revenue plots to be included under protection
1	2	3	4	5
West Bengal	Calcutta proper	Park Street	Old building of the Asiatic Society	Part of premises No. 1 Park Street
Area	Boundaries		Ownership	Remarks
6	7		8	9
2297 Sq. m. as per attached plan	North : 1, Kyd Street South : Portion of premises No. 1, Park Street East : 1, Kyd Street and 3-23-15 Park Street West : Portion of 1, Park Street		Asiatic Society of Bengal	

## SITE PLAN OF OLD BUILDING OF ASIATIC SOCIETY, CALCUTTA, WEST BENGAL



AREA PROPOSED FOR PROTECTION ———

नई दिल्ली, 1 फरवरी, 1995

(पुरातत्व)

कां० 516 — केन्द्रीय सरकार की यह राय है कि इससे उपानय अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व का है;

अतः अब केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरा-संस्थान अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों

का प्रयोग करते हुए, उक्त प्राचीन संस्मारक की राष्ट्रीय महत्व का घोषित करने के अपने आशय की सूचना देती है।

ऐसे किसी आक्षेप पर, जो उक्त प्राचीन संस्मारक में हितवद् किसी व्यक्ति से इस अधिसूचना के राजपत्र में जारी किए जाने की तारीख से दो मास की अवधि के भीतर प्राप्त होंगे, केन्द्रीय सरकार विचार करेगी।

आक्षेप, महानिदेशक, भारतीय पुरातत्व सर्वेक्षण, नई दिल्ली-110011 को भेजे जाएं।

अनुसूची

राज्य	जिला	तहसील	परिचय	संस्मारक का नाम	संरक्षण के अन्धीन सम्मिलित किए जाने वाले राजस्व प्लॉट संख्यांक	क्षेत्र	सीमाएं	स्वामित्व	टिप्पणियां
1	2	3	4	5	6	7	8	9	10
उड़ीसा	कटक	जाजपुर	मिलोकनपुर	मिलोकनेश्वर महादेव मंदिर	सर्वेक्षण प्लॉट सं. ए.सी. 0.02* 231, 232, 238 ए.सी. 2.46 271, 272, 273 ए.सी. 0.01 * 274, 275, 276 ए.सी. 0.11 और 277 ए.सी. 0.13 ए.सी. 0.08 ए.सी. 0.08 ए.सी. 0.09 ए.सी. 0.06* ए.सी. 0.02 ए.सी. 0.43	पूर्व : 251, 270, 265, 283, 284, 285, 286। उत्तर : 249, 248, 247, 239 237, 236। पश्चिम : 235, 234, 233, 209, 230, 135 दक्षिण : 148, 133, 132, 131, 129।	श्री मिलोकने- इवर बहादेव मार्कटवार- रघुनाथ दीक्षित और अन्य। भूमि।	*मंदिर *मंदिर विद्यमान छपराका वित्त मकान *मंदिर *मंदिर	
3.41									

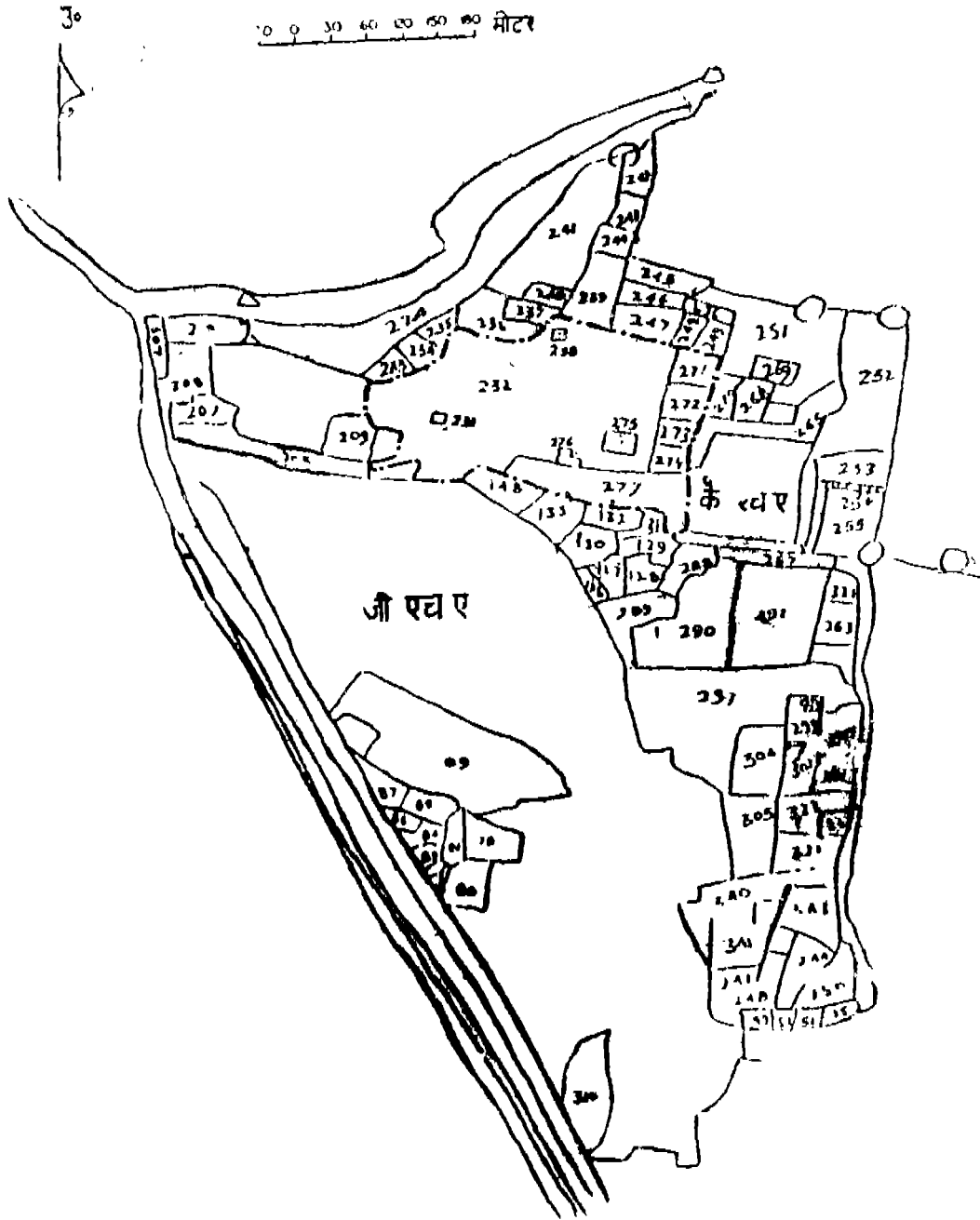
राज्य	जिला	परिचय	संस्मारक का नाम	संरक्षण के प्राचीन सम्मिलित किए जाने वाले राजस्व प्लॉट संख्यांक	क्षेत्र	सीमाएं	स्वामित्व	टिप्पणियां
1	2	3	4	5	6	7	8	9
उड़ीसा	कटक	विधान	बराहनाथ मंदिर	1150* 1151* प्लॉट 1152 (भाग) 0.20	0.05 0.02 0.13 0.20	उत्तर : 1196, 1197 1198 और 1199 पश्चिम : 1141 दक्षिण : 1147 और सर्वेक्षण सं. 1152 का भाग पूर्व : 1153, 1149*	श्री श्री बराहनाथ यहूदी मार्कट प्रबन्ध न्यासी	*बराहनाथ मठनाला *बराहनाथ मन्दिर

[फा० सं० 2/5/92-एम]

एत. के. महापात्रा, सचिव संस्कृत विभाग महानिदेशक

गंरक्ष्य हेतु प्रस्तावित क्षेत्र

# जाजपुर स्थित त्रिलोचनेश्वर मंदिर, कटक, उड़ीसा का भूतल परिसर मानचित्र



संरक्षण के लिए परस्तावित क्षेत्र — — —

New Delhi, the 1st February, 1995

## (ARCHAEOLOGY)

S.O. 518.—Whereas the Central Government is of opinion that the ancient monuments specified in the schedule annexed hereto are of national importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to

declare the said ancient monuments to be of national importance.

Any objection which may be received within a period of two months, from the date of issue of this notification in the Official Gazette, from any person interested in the said ancient monuments will be considered by the Central Government.

The objection may be sent to the Director General, Archaeological Survey of India, New Delhi-110011.

## SCHEDULE

State	District	Tehsil	Locality	Name of the monument
1	2	3	4	5
Orissa	Cuttack	Jalpur	Trilochanpur	Trilochaneswar Mahadev temple
Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
6	7	8	9	10
Survey plot No. 231, 232, 238, 271, 272, 273, 274, 275, 276 and 277	Ac 0.02* Ac 2.46 Ac 0.01* Ac 0.11 Ac 0.13 Ac 0.08 Ac 0.08 Ac 0.09° Ac 0.06* Ac 0.02 Ac 0.43	East : 251, 270 265, 283, 284, 295, 286.  North : 249, 248 247, 239, 237, 236. West : 235, 234, 233, 209, 230, 135. South : 148, 133, 132, 131, 129	Shri Trilochan eswar Mahaev Marfatdar-Raghunath Dikshit and others.	*Mandira *Mandira °Thatched house existing *Mandira *Mandira
	3.41			

State	District	Locality	Name of monument	Revenue plot numbers to be included under protection
1	2	3	4	5
Orissa	Cuttack	Bidhan	Varahanath Jew Temple	1150* 1151* Plot 1152 (Part)

Area	Boundaries	Ownership	Remarks
6	7	8	9
0.05 0.02 0.13 0.20	North : 1196,1197, 1198 and 1199 West : 1141 South : 1147 and part of survey No. 1152 East : 1153, 1149	Sri Sri Varahanath Jew Mart at Managing Trustee	*Varahanath Mukhasala * Varahanath temple

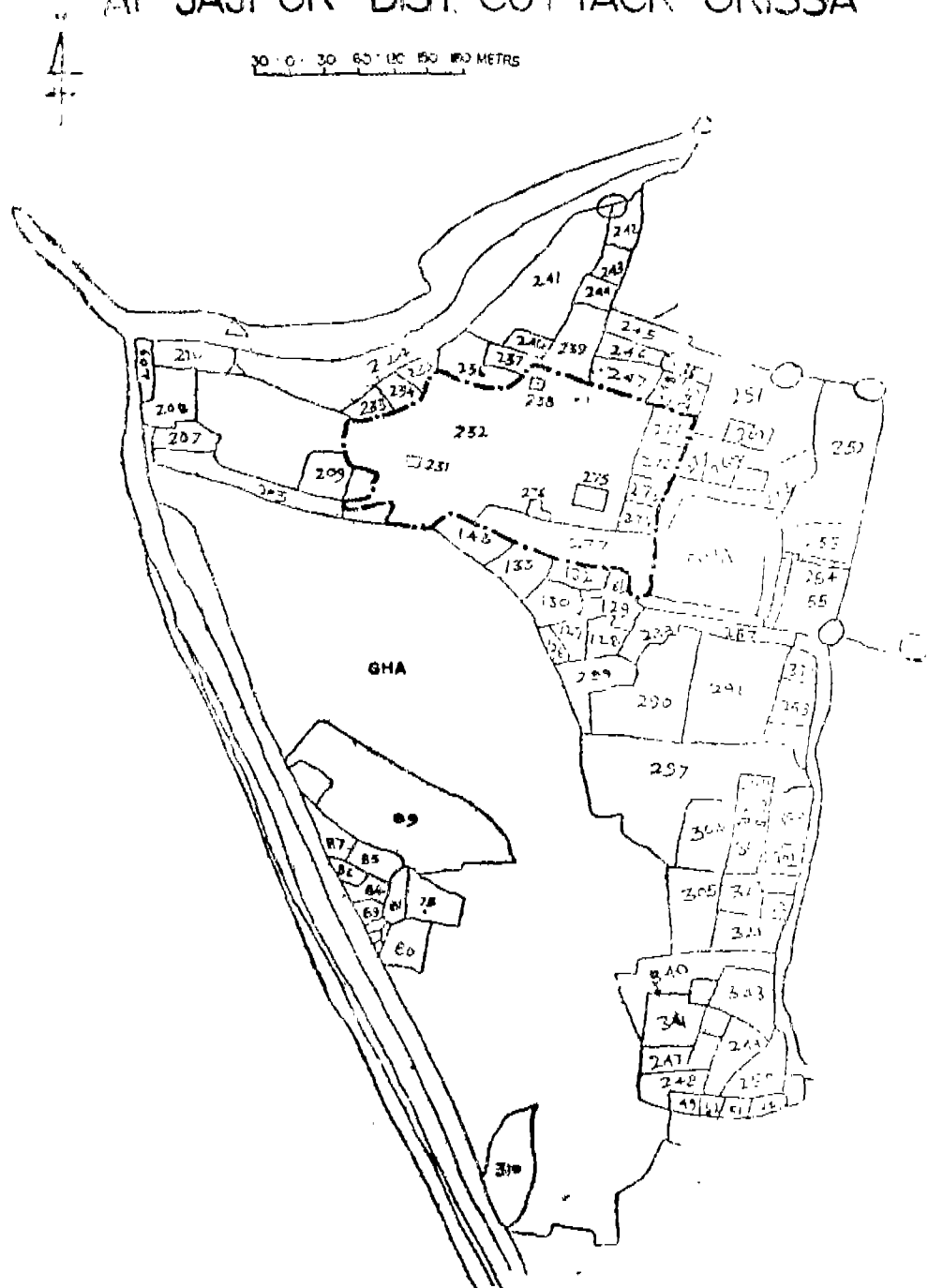
[F. No.2/5/92-M.]

S.K.Mahapatra, Secy. Culture/Director General





# SITE PLAN OF TRILOCHANESWAR TEMPLE AT JAIPUR DIST. CUTTACK ORISSA



AREA PROPOSED FOR PROTECTION

श्रम मंत्रालय

नई दिल्ली, 25 जनवरी, 1995

का०श्रा० 519.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इव्ल्यू सी एल के प्रवन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नगर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-1-95 को प्राप्त हुआ था।

[सं० एल-22012/447/91-आई आर (सी-II)]

के०बी०वी० उन्नी, डेस्क अधिकारी

# MINISTRY OF LABOUR

New Delhi, the 25th January, 1995

S.O. 519.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 2, as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on 23-1-1995.

[No. L-22012/447/91-IR (C-II)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/7 of 1992

Employers in relation to the management of Ballarpur Colliery of WCL

AND

Their Workmen.

APPEARANCES :

For the Employers—1. Shri B. K. Shrivastava 2. Shri M. B. Aparajit Representatives.

For the Workmen.—1. Shri M. B. Aparajit 2. Shri J. V. Mule Representatives.

Bombay, dated 28th December, 1994

## AWARD

The Government of India, Ministry of Labour, New Delhi by its letter No. L-22012/447/91-IR (C-II) dated 12-2-92 had referred to the following industrial dispute for adjudication. It is in the following terms :

"Whether the denial of promotion to Shri V. R. Padale, Fitter Cat. 5 to 6 by the Sub Area Manager, W.C. Ltd., Ballarpur and giving promotion to an illiterate Shri Rajabhadur is legal and justified? If not, to what relief is the workman entitled?"

2. The Union's representative filed statement of claim contending that the worker Mr. Padole is the seniormost workman at Orehaadling plant of Ballarpur Opencast with required experience and qualification. His claim for promotion to category VI is from the establishment of the plant

in 1984. To substantiate his claim he narrated the circumstances. It is contended that he is matriculate with III certificate. Certain other details were also given in the application.

3. The management opposed the claim by their written statement (Exh. 5). It is asserted that the promotion claim by the workman is not justified and he action of the management is just and proper.

4. The matter was adjourned from time to time for settlement between the parties. Today the representatives of the parties are present. They filed an application (Exh. 15) contending that they have arrived at a compromise and Award to that effect may be passed.

5. The compromise i.e. the terms of settlement are at Exh. 16. The Representatives of the parties admit the terms of the settlement. It is signed by them. It is in the interest of the workman the settlement is recorded. In the circumstances the Award is to be passed in terms of Exh. 16. I pass the following Award.

## AWARD

The Award is passed in terms and conditions of the Settlement Exh. 16 which is to be formed part of this Award.

S. B. PANSE, Presiding Officer

FORM 'H'

(Sec Rule 58)

Memorandum of settlement arrived at between the management of Ballarpur Area of WCL and Union representative of B.K.K.M.S. (BMS) Union on 18-12-1994

Representing the Management

1. Shri R. D. Parashar,  
Personnel Manager,  
Ballarpur Area.

2. Shri M. B. Aparajit, Dy. P.M.  
Representing the Union/

Workman

1. Shri J. V. Muley

2. Shri B. R. Padole

## SHORT RECITAL OF THE CASE

The BKKMS (BMS) Union raised an Industrial Dispute demanding promotion of Shri B. R. Padole as Mech. Fitter Cat. VI w.e.f. 1-4-88. The dispute ended in failure in Conciliation. It was referred for adjudication to the Central Government Industrial Tribunal No. 2, Bombay. The case is pending before CGIT vide case No. CGIT-2/7 of 1992.

Shri B. R. Padole has been promoted as Mech. Fitter Cat. VI w.e.f. 1-9-91. The Union is demanding his promotion from 1-4-88. In order to maintain smooth and harmonious Industrial Relation, it has been decided to settle the dispute amicably and accordingly, the competent authority has been pleased to accord his sanction for giving promotion to Shri B. R. Padole as Mech. Fitter Cat. VI w.e.f. 1-4-88 without any monetary benefit.

## TERMS OF CONDITIONS

1. It is mutually agreed that Shri B. R. Padole will be given promotion as Mech. Fitter Cat. VI with effect from 1-4-88 notionally without monetary benefit.
2. It is agreed that Shri B. R. Padole will be on probation for a period of six months from the date of issuance of Office Order and will be confirmed in the promoted post after successful completion of probation period.
3. The parties agreed to file the settlement before the Central Government Industrial Tribunal No. 2, Bombay for a consent award.

4. With the above terms, the issue stands fully and finally settled and the workman either individually or through any Union will not raise any dispute on this issue.
5. This will not be cited an example in any case in future.
6. His filment will be done w.e.f. 1-4-88 without monetary benefit.

Signature of the  
Management Representative.

1. (R. D. Parashar)  
Personnel Manager,  
Ballarpur Area
2. (M. B. Aparajit)  
Dy. Personnel Manager,  
Ballarpur Sub Area.

Witness :—

- (1)
- (2)

Signature of the  
Union/Workman  
(J. V. Mule)  
President,  
B.K.K.M.S.,  
Ballarpur Sub Area.  
(B. R. Padole)  
Secretary,  
B.K.K.M.S.,  
Ballarpur Area.

नई दिल्ली, 25 जनवरी, 1995

कां० 520.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इटल्यू सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, गन्वंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिकरण, वस्वई नं० 2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-1-95 को प्राप्त हुआ था।

[सं० एन-22012/385/91-आई आर (सी-II)]  
के०वी०बी० उन्नी, डेस्क अधिकारी

New Delhi, the 25th January, 1995

S.O. 520.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of W. C. Ltd. and their workmen, which was received by the Central Government on the 23-1-95.

[No. L-22012/385/91-IR (C-II)]  
K. V. B. UNNI, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/3 of 1992

Employers in relation to the management of Ballarpur  
Colliery of WCL

AND

Their Workmen.

#### APPEARANCES :

For the Management—Shri B. N. Prasad Advocate.

For the Workmen—Shri J. V. Muley Representative

Bombay, dated 28th December, 1994

#### AWARD

The Government of India, Ministry of Labour, New Delhi by its letter No. L-22012/385/91-IR (C-II) dated 15-1-92 had referred to the following industrial dispute for adjudication :

"Whether Shri R. M. Bhojar, Clerk of Ballarpur Colliery is entitled to get the protection of wages from 10-4-83 as he has been done in respect of Shri Appalla Lingaya, Shri Balram Bachu, Shri Lal Mohammad, Shri Karmanka, Shri Kappalla, Lachaya and others by the Sub Area Manager, WCL, Ballarpur, Dist. Chandrapur ? If not to what relief the concerned workman is entitled to ?"

2. R. Y. Bhojar, was appointed as a Trammer cum Loader in Sasti Colliery in 1980. He was promoted to the post of Clerical grade later on, but he was not given the wage protection. In another case, the management had given the wage protection. It is averred that such a wage protection is given to Apella Lingayya and 6 others from 10-4-83. The union claims for the same.

3. The management opposed the application by their written statement (Exh. 5). It is contended that the claim is not true and tenable. It is averred that there are many reasons for not granting the wage protection to the workman. It is prayed that the reference may be disposed of accordingly.

4. The parties filed an application (Exh. 19) informing the Tribunal that they have settled the dispute and award be passed accordingly.

5. The representatives of the parties are present. They have filed the terms and conditions of settlement at Exh. 20. They agreed for the same. Then I record it. As the matter is settled, it is always better and in the interest of the industry to record it. I had done the same. The Award is to be effected in terms of the settlement. I pass the following Award.

#### AWARD

The Award be drawn in terms and conditions of settlement Exh. 20.

S. B. PANSE, Presiding Officer

FORM 'H'

(See Rule 58)

Memorandum of settlement arrived at between the management of Ballarpur area of WCL and the B.K.K.M.S. (BMS) Union. Ballarpur Area on 18-12-1994

Representing the Management :

1. Shri R. D. Parashar,  
Personnel Manager, BA
2. Shri M. B. Aparajit,  
Dy. Personnel Manager,  
Ballarpur Sub Area.

Representing the Union :

1. Shri B. R. Padole,  
Secretary, BMS Union,  
Ballarpur Area.
2. Shri Jayant Muley,
3. Shri R. M. Bhojar,  
Ex-Clerk, BC 3&4 Pits.

## SHORT RECITAL OF THE CASE

Shri R. M. Bhoyar, Clerk Gr. II of Ballarpur Colliery 3 and 4 Pits was issued a Chargesheet for misconduct i.e. booking of false attendance of 3 Badli Workers. An enquiry was conducted in which Shri R. M. Bhoyar participated. During the enquiry he was found guilty and on proved charges, he was dismissed from the services of WCL.

There are two cases pending in CGIT No. 2, Bombay Case No. CGIT No. 2/3 of 1992 pending before CGIT, Bombay is for protection of wages of Gr. VA in Clerical Gr. III when he was selected as a Clerk Gr. III in 1982 and other case application No. 2/3 of 92 is for seeking approval of CGIT for dismissal of Shri R. M. Bhoyar, Clerk from the services.

Bhartiya Koyala Khadan Mazdoor Sangh (BMS) Union had raised the demand at Company Level meeting on 15-9-93, at WCL Hqrs., Nagpur. With a view to build up harmonious and cordial Industrial Relation and to avoid litigation, it has been decided to resolve the dispute amicably. Accordingly the competent authority has given his approval for re-instatement of Shri R. M. Bhoyar. A mutual settlement has been arrived at on the following terms and conditions.

## TERMS AND CONDITIONS OF SETTLEMENT

1. The management agreed for re-instatement of Shri R. M. Bhoyar as Clerk Gr. II with basic pay which he was drawing at the time of dismissal within a month from the date of consent Award from CGIT and shall be posted at any Unit of Ballarpur Area.
2. The Union shall withdraw the case before the Tribunal, numbered as CGIT No. 2/3 of 1992, i.e. for protection of Gr. VA wages in respect of Shri R. M. Bhoyar and not claim for any pay protection of Gr. VA in future and also Shri R. M. Bhoyar shall not raise any dispute through any Union in this regard.
3. It is mutually agreed that Shri R. M. Bhoyar will not be paid any wages or benefits for the period between his dismissal and the date of his re-instatement in the employment on the principles of 'NO WORK NO PAY'. He will be given continuity of service for limited purpose i.e. gratuity only.
4. It is agreed that Shri R. M. Bhoyar shall give written undertaking countersigned by two witness that he will be regular, honest and sincere to his duties in future.
5. It is mutually agreed that settlement will be jointly filed before CGIT No. 2, Bombay in both the pending CGIT cases for consent Award i.e. Case No. 2/3 of 1992.
6. This settlement is in full and final of the demand about his re-instatement. It is further agreed that he will not raise any demand or dispute either personally or through any Union regarding his dismissal, wages or any terms of this settlement. This settlement will not be cited as a precedence.
7. It is mutually agreed that Shri R. M. Bhoyar, Clerk will be on probation for a period of one year from the date of re-instatement during which his conduct, performance will be watched.

Signature of the Employer :

1. (R. D. Parashar)  
Personnel Manager, BA
2. (M. B. Aparajit)  
Dy. Personnel Manager,  
Batterpur Sub Area.

Signature of the Union

Representative

1. (B. R. Padole)  
Secretary, BKKMS,  
Ballarpur Area.
2. (J. V. Mulley)  
Org. Secretary, BKKMS.
3. (R. M. Bhoyar)

Witness :

- (1) Sd/- illegible.
- (2) \_\_\_\_\_

नई दिल्ली, 27 जनवरी, 1995

कां.ग्रा. 521.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-95 को प्राप्त हुआ था।

[संख्या एल-12012/151/90-आई.ग्रा.०/(बी०-2)]

वी०के० शर्मा, डेस्क अधिकारी

New Delhi, the 27th January, 1995

S.O. 521.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, I, BOMBAY as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 27-1-95.

[No. L-12012/151/90 IR(B-II)]

V. K. SHARMA, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.

REFERENCE NO. CGIT-72 OF 1990

PARTIES :

Employers in relation to the management of Bank of Baroda

AND

Their Workmen

APPEARANCES :

For the Management : Mr. D'Souza, Officer of the Bombay Chamber of Commerce.

For the Workmen : No appearance.

INDUSTRY : Banking

STATE : Maharashtra

Bombay, dated the 17th day of January, 1995

## AWARD

Government of India, Ministry of Labour by letter dated 1-10-1990 referred the dispute in the schedule for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the Management of Bank of Baroda in terminating the services of Shri Y. H. Shinde is justified? If not, to what relief the workman is entitled?"

2. Statement of claim has been filed by the General Secretary, Bank of Baroda Employees Trade Union Congress. Shri Shinde joined the Bank as a Peon in May 1969 and came to be promoted to the post of Clerk in July 1980. It is stated that he had a clean service record. While he was working at Ranade Road, Dadar Branch as a Clerk a chargesheet dated 12-12-1985 levelling seven charges were served on him. Charges were serious of Fraud and tampering of Banks record was alleged. He came to be suspended and a Departmental Enquiry was instituted by appointing Shri R. L. Rao as Enquiry Officer. He conducted the enquiry from 21-1-1986 till 4-8-1986. Shri Shinde came to be dismissed from the services with effect from 27-6-1987.

3. The grievance made is that the enquiry was not fair and proper and the same is vitiated on account of non-observance of principles of natural justice and he has further mentioned grounds on which the order of dismissal is attached. Chargesheet is alleged to be belated. He was not given the list of witnesses to be examined at the enquiry nor was he provided that list of documents to be produced in support of the charges. He was entitled to be represented by an Advocate as per Bipartite Settlement and that opportunity was not given to him. He was not given a fair and proper opportunity to defend himself. Witnesses cited namely Shri Pednekar and Shri Danait were not examined though they were material witnesses. The Enquiry Officer asked leading questions and the findings arrived at by him are perverse. He gave a written explanation in defence which was not considered.

4. Written statement has been filed on behalf of the management by Regional Manager, Bombay City Region-III. It is admitted that he was appointed initially as a Peon and later promoted as a Clerk and was at the relevant time working at Ranade Road Branch, Dadar with effect from July 1980. It is further stated that he was involved in a fraud case amounting to Rs. 88,150/-. He had made wrong posting of entries unsupported by vouchers in the account of one of his friends and subsequently having withdrawn the said amount from the account with the connivance of his friends. As a result he was suspended, a criminal prosecution launched against him in a Special Court at Bombay. The misconduct was enquired into and at the end of the enquiry in which he was given fair opportunity to defend himself and which enquiry was conducted in accordance with the principles of natural justice the order of dismissal was passed.

5. It is denied that he was not given list of witnesses or documents, that he was not given an opportunity to defend himself. It is also denied that the findings are perverse. The management therefore, submitted that the order of dismissal is proper, legal and justified.

6. The management was represented by Shri D'Souza and he was heard on the preliminary point about the fairness of the enquiry. There was no appearance on behalf of the union. In spite of the fact that the matter was adjourned on several occasions because of the absence of representative of the union. Thus no submissions have been made on behalf of the union.

7. Papers of enquiry have been produced on behalf of the management and it is seen therefrom that he was served with a chargesheet dated 12-12-1985 and an enquiry was held in respect of those charges. It is seen from the papers of enquiry that he was given fair opportunity to defend himself by the Enquiry Officer. The management has stated in the written statement that the list of witnesses and the list of documents were given to him. It is further stated that the witnesses were examined in his presence and given full opportunity to cross-examine Bank's witnesses and examine his own witness including himself. That is seen from the papers of enquiry produced by the management. It appears therefore, that there is no substance in the grievance made by the union that the enquiry was not fair. In fact, he was represented. A defence representative cross-examined the witnesses who were examined in the enquiry proceedings. His contention that he was entitled to be represented by a Lawyer and not giving him that opportunity he is prejudiced is in my opinion not correct. He was represented by defence representative and the defence representative has cross-examined the witnesses examined on behalf of the Bank. It is not shown that as a result any prejudice has been caused. Besides it has been stated by the management in the written statement that

he is not as a matter of right, entitled to be represented by an Advocate of his choice. It is further stated that as per Bipartite Settlement it is at the discretion of the Bank as to whether he should be allowed to be represented by an Advocate. Therefore, in my opinion, he cannot complain on that ground. Besides, I stated earlier, Shri Gavand, General Secretary of the Bank of Baroda Employees Trade Union Congress had the experience of attending many enquiries and was qualified to defend the workman at the enquiry and has done so effectively. Therefore, it is rightly contended that no prejudice has been caused as a result.

8. Non-examination of the witnesses cannot be made a ground for grievance. It is for the management to establish the charges and examine necessary witnesses to prove them. Examination of those witnesses was not found necessary and therefore, not examined. I therefore, find that there is no merit in any of the contentions raised by the union in its statement of claim and which contentions are not supported by the proceedings of the enquiry which are before me. The enquiry is, therefore, not vitiated. The contention is that the findings are perverse. I do not see how it could be urged that they are perverse. In fact, the report dated 28th January 1987 shows that the Enquiry Officer considered the material that was placed before him and after examining the same in the light of the defence raised he concluded that the charges were proved. I am unable to find out any perversity in the findings.

9. One ground urged is that the chargesheet was delayed. There is no delay as such in giving the chargesheet. The prosecution was started and investigation was going on the permission of the authorities before the enquiry was obtained. No prejudice is also shown to have been caused as a result of that. So far as the punishment is concerned, I find that the charge was grave enough to warrant this penalty. He was an employee of the Bank and committed fraud and fabricated accounts and benefited himself. That being so the penalty inflicted is thoroughly deserved.

Award is therefore, accordingly passed.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 27 जनवरी, 1995

का.प्र. 522—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-95 को प्राप्त हुआ था।

[संख्या एल-12012/597/89-डी.-2(ए)/आई आर (बी-2)]

वी. के. शर्मा, डैस्क अधिकारी

New Delhi, the 27th January, 1995

S.O. 522.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-I, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 27-1-95.

[No. L-12012/597/89-D.II.A/IR(B-II)]

V. K. SHARMA, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL NO. I, BOMBAY

Present :

Shri Justice R. G. Sindhakar, Presiding Officer.

Reference No. CGIT-23 of 1990

Parties :

Employers in relation to the management of Bank of  
Bombay Chamber of Commerce.

AND

Their Workmen

## APPEARANCES :

For the Management : Shri D'Souza Officer of the  
Bombay Chamber of Commerce.

For the Workmen : Present in person.

INDUSTRY : Banking STATE : Maharashtra

Bombay, dated the 13th day of January, 1995

## AWARD

Government of India, Ministry of Labour has referred dispute mentioned in the schedule below for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of Bank of Baroda in treating Smt. Jyotsna Salvi as voluntarily retired from Bank's service w.e.f. 21-12-1987 is justified? If not, to what relief is the workman entitled?"

2. Smt. Salvi joined the Bank as a Clerk on 6th May 1982. From 17th November 1986, she proceeded on Maternity Leave for the period ending on 14-2-1987. She asks for extension of leave and according to her that was by letter dated 20th February 1987 which was accompanied by medical certificate dated 18-2-1987 from her family doctor. She said that she sent applications thereafter for extension of leave and they were accompanied by doctor's certificates. They are dated 8-4-1987, 23-6-1987 and 9-10-1987.

3. According to her, she delivered on 18th November 1986, a baby boy who was sick till around April 1987 and she was also sick after her delivery. It was necessary for her to look after her newly born child. In spite of her intimations supported by medical certificates about her ailment and of her son, the Bank, by letter dated 21-12-1987 terminated her services on the ground that she has voluntarily retired from the services of the Bank with effect from 21-12-1987. It is the contention of the union emanating her cause that this termination order is illegal, improper, unjust, mala fide and required to be set aside and quashed. According to the union, the Bank did not conduct any enquiry nor was the charge established. An adverse presumption of alleged voluntary retirement amounted to a retrenchment under section 2(oo) of the Industrial Disputes Act (hereafter referred as the Act). It has not complied with the provisions of section 25F or the Act and therefore, the action is void-ab-initio, invalid and inoperative.

4. It also contends that there was inability to join and the Bank has unjustifiably treated it as a case of voluntary retirement. The action amounted to punishment without an enquiry and proof of misconduct. She had leave to her credit since she had put in more than 5 years of service till May 1987 having joined in May 1982 and yet the said fact was not considered. She has mentioned the cases of some employees who have not been dealt with as she has been dealt with and thus the union makes a grievance of discrimination and therefore victimisation. The union contends that it is a case of punishment without enquiry and therefore, not justified. It contends that it is a case of retrenchment that too in violation of the principles of last come first to go. Prayer therefore, is for setting aside that order, reinstating her with full back wages and other benefits, compound interest thereon and any other relief which she is found entitled to.

5. Management has filed written statement admitting that Smt. Salvi (formerly Miss Nilima D. Paradkar) joined as a Clerk in 1982 on 6th May. It is further admitted that she was sanctioned 90 days Maternity Leave from 17th November, 1986 to 14th February 1987 and was expected to resume on 15th February 1987. She did not do so, but instead submitted a letter dated 20th February, 1987 for extension of leave by four weeks. That was sanctioned. She was thus expected to resume on 11th March 1987. She failed to do that. On 8th April 1987 she submitted another letter requesting six weeks extension and annexed medical certificate of Dr. (Mrs.) G. G. Hatangadi. That was sanctioned. Thereafter, she did not resume duties on 30th April 1987, on which day she was expected to resume duties, nor sent any communication to the Bank.

6. The Bank on 18th May 1987 wrote to her advising her to resume duties immediately, failing which she was informed that her absence would be treated as unauthorised and the Bank would proceed as per the rules. The Bank also advised her that if she wanted further extension of leave on medical ground she should report immediately to the Bank's doctor. There was no immediate response to this letter and when on 18th June 1987 she reported to the Bank's doctor, the doctor advised her to undergo certain tests at the Clinical Laboratory at the Bank's cost and to report back to the doctor with the reports. She collected this prescription from the Bank's doctor but never reported for tests nor reported to the Bank nor back to the doctor.

7. She addressed a letter dated 23rd June 1987 to the Bank that her son was not well and asked for extension of leave for a period of three months. Her application was not considered because of the earlier letter dated 18th May, 1987. No further communication was received from her nor did she resume work.

8. On 1st November 1987 she was called upon to resume duties within 30 days of the receipt of that letter failing which she was informed that it will be presumed that she was not interested in the Bank's service and her refusal would tantamount to repudiation of the contract of employment with the Bank and the Bank will proceed further against the workman. It was sent by registered post and received by the workman. Thereafter, she did not resume work nor sent any communication to the Bank.

9. The management therefore, submits that it is under these circumstances that the Bank had taken the action which was thoroughly justified and cannot be made a grievance of. It is stated that it has been done as per Bipartite Settlement dated 17th September 1984, Clause XVI. It is denied that it is a case of retrenchment. It is denied that it is not in accordance with the principles of natural justice. She was accommodated to the extent possible and it is she who was not interested in the job as clearly seen from the conduct. It is therefore, submitted that the award be passed in favour of the Bank.

10. An application has been made on behalf of the Bank on 6th April 1994, stating that in case the Tribunal came to the conclusion that an enquiry was necessary and was not conducted the Bank may be given an opportunity to lead evidence before this Tribunal to justify its action.

11. There has been no oral evidence adduced on either side.

12. Mr. D'Souza, on behalf of the management submitted that the burden of proving illegality lies on the union which has made an allegation and should be called upon to establish it. It is the union seeking relief and therefore, it must prove this case. Burden lies upon an employee who causes reference to be made to prove that the termination was illegal. In this connection he relies upon a decision of the Panaji Bench, Bombay High Court in Writ Petition No. 213 of 1985 dated 15th April 1987 II LLN Page 968. It supports him.

13. The facts are not much in dispute. The chronology of events has been given by Mr. D'Souza appearing on behalf of the Bank and it is seen therefrom that the employee proceeded on Maternity Leave with effect from 17th November 1986 and continued on leave till 14th February 1987. She was expected to resume duties on 15th February 1987 which she did not do. She asked for extension of leave in

his first instance for four weeks and that was granted. That application was also made not on or before 15th February but on 20th February 1987. Since it was granted she was expected to resume on duty 12th March 1987. She did not resume duties and asked for six weeks extension by letter dated 6th April 1987. She was thus expected to come back on 1st May 1987 and that she fails to do. It is thereafter on 18th May that the Bank writes to her a letter and which is on record EXD, M-1 informing her that she should report for duties immediately on receipt of that letter and she was cautioned that failing that her absence will be treated as unauthorised and Bank will proceed accordingly as per rules. She was also advised to report to the Bank's doctor in case she wanted further extension on medical grounds. The Bank's case is that she does not do so until 18th June 1987 that is for about a month from the date of Bank's letter dated 18th May 1987. The doctor examines her and asks her to undergo certain tests at the Clinical Laboratory at Bank's cost and to report back to the doctor with the test reports. She does not go to the Clinical Laboratory for test nor to the doctor back again. She does not communicate also to the Bank.

14. It is thereafter, that while she continued to remain absent she writes to the Bank a letter dated 23rd June 1987 stating that she needs further extension of leave for three months on the ground that her son was not well. In view of the earlier letter dated 18th May 1987 the Bank did not consider this request for extension. She keeps quiet and the Bank again writes to her on 1st November 1987 calling upon her to resume duties within 30 days of the receipt of the letter and informing her that the consequence would be that it will be presumed that she was not interested in service and that it was a repudiation of the contract of employment of the Bank. This letter was duly received by her and yet she fails to resume duties nor sends any communication. It is against this background that the Bank writes to her on 21st December 1987 informing her that it was of the opinion that she had no intention to join duties and she is deemed to have voluntarily retired from the Bank's service with effect from that date. It is about this that the union is making a grievance. Mr. D'Souza on behalf of the Bank submits that she has been treated very fairly and the charge of not following the principles of natural justice could hardly be made in the present case.

15. The management places reliance upon the provisions of Clause XVI of the Bipartite Settlement dated 17th September 1984 between Indian Bank's Association and All India Bank Employees Association. It is not disputed that the said Clause is attracted. It deals with voluntary cessation of employment by employees. So far as relevant it reads thus :

"Where an employee has not submitted any application for leave and absents himself from work for a period of 90 or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended or where there is satisfactory evidence that he has taken up employment in India or the management is satisfied that he has no present intention of joining duties the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice, stating, inter alia, the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service."

The contention of the Bank is that since after the expiry of her Maternity Leave which was sanctioned and which expired on 14th February 1987 she never resumed duties and

whenever she applied for extension of leave it was granted but that period of extended leave also expired on 30th April 1987. Thereafter, she did not resume duties nor was any extension of leave sanctioned to her. In spite of the advice of the Bank to report to the doctor of the Bank by letter dated 18th May 1987 in case she needed leave on medical grounds she went to him after a month and even thereafter did not comply with the directions given to her to get tests done at the Clinical Laboratory and go back to him. She thereafter, applied for leave on the ground of her son's illness which was given on 23rd June 1987 and thereafter she was communicated on 1st November 1987 to immediately resume duties but she did not do so. She did not even write back to the Bank. He therefore, submits that the Bank had to act under Clause XVI and acted accordingly. Clause XVI permits the Bank to deal with such an employee who absents himself/herself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended or the management is satisfied that he had no present intention of joining duties. The management has given her a notice as contemplated by the clause calling upon her to report for duty within 30 days of the notice and that she failed to do. She had to satisfy the management after receipt of such notice that she had no intention of not joining duties. She did not do it and therefore, the Bank justifiably acted upon the deeming provisions and concluded that she had voluntarily retired from the Bank's service on the expiry of the said notice.

16. The written submissions are made on behalf of the union. It is contended that even for taking such action it is necessary to hold an enquiry. In that connection certain authorities have been relied upon. In the case of Rajendra Prasad B. Nayak Vs. Arpee Electricals Private Limited and Ors. reported in 1988 II CLR 287, the point is above the nature of evidence required for holding abandonment or relinquishment of service was held to be a question of intention and it is observed that normally such an intention cannot be attributed to an employee without adequate evidence in that behalf. No notice was given to the workman to resume work nor any enquiry held after giving notice to the workman. There was evidence to show that the workman had written a letter on 20th August 1979 setting out his case and asking for reinstatement. In those circumstances, the finding that the workman had voluntarily left service was considered as perverse especially in view of the evidence of the workman that he had gone on leave for 8 days only with the permission of the Manager of Bangalore Factory. In this particular case I have already stated that the employee was called upon to resume duties or ask for extension on medical grounds by reporting to the doctor of the Bank and she failed to resume duties or carry out the directions of the doctor. She was again asked by notice dated 1st November 1987 to resume duties, she failed to do that. On both the occasions she was informed that her absence would be treated unauthorised and that action according to rules will have to be taken presuming that she was not interested in the Bank's service and she had repudiated her contract of employment without notice. In those circumstances, the management concluded that she was not interested in job and it was a case of voluntary cessation. In fact, the material on record was and is sufficient to conclude against her.

17. The other decision in the case of Gaurishankar Vishwakarma Vs. Eagle Spring Industries Pvt. Ltd. & Ors. reported in 1988 ICCR page 38 of the Bombay High Court is referred to and considered in Rajendra Prasad B. Nayak's case (supra). In Gaurishankar's case also it has been held that the employer has to give a notice to the workman calling upon him to resume duties and also to hold an enquiry before terminating his service on that ground and in Gaurishankar's case the employer had done neither. It is observed that it is for the employer to prove that the petitioner workman had abandoned the service and the finding of the Labour Court was found to be bad in law. In this case there is abundant evidence of abandonment of service. Notice was given calling upon the employee to come back or to apply for extension of leave on medical grounds on 18th May 1987 and thereafter on 1st November 1987. There is a deeming provision in Clause XVI and in the absence of any material in the form of satisfactory explanation for the absence or for showing intention not to abandon the employer had to take impugned action. With respect, the facts are distinct and the principles laid down in both these decisions squarely governed this case.

18. Third decision in the case between Rambhwal Thakar Prasad and Phoenix Mills reported in 1976 1 LLJ Page 93 is a case where the worker had gone on leave and on expiry of leave did not resume duty but on seeking extension of leave on medical certificate management refused to grant leave and treated him as having abandoned service. Labour Court reinstated but Industrial Court reversed that order the High Court held that the employee is entitled to offer explanation for absence and prove it by evidence. He has to be given an opportunity of being heard before legal fiction of abandonment of service is brought in play. This is precisely what the employer has done in the case before me. I do not see how support can be taken from this decision by the union. The decisions in the case of Nalinkant J. Baxi, Ahmedabad Vs. Chairman and Managing Director, Bank of India, Bombay and others reported in 1986 Labour Industrial Cases 1784 is, with respect not relevant in this case before me.

19. In the case between D. K. Yadav Vs. J.M.A. Industries Ltd. reported in 1993 II CLR Page 116, the Supreme Court found that the employee who had overstayed leave was terminated without notice under Standing Order, an opportunity of hearing was not given to him. It was held that the principles of natural justice must be read and the impugned action was violative on the principles of natural justice. Here in this case before me, the opportunity of hearing has been given to the employee, she was called upon to resume duties informed that it would be presumed that she had abandoned service and in the teeth of all these the employee remained silent.

20. Decision in the case of Ashok Kumar Majumdar Vs. United Bank of India & Ors. reported in 1992 II CLR Page 999 of Calcutta High Court is in respect of the employee whose services were terminated by the Bank for unauthorised absence for several days by serving only show cause notice by invoking para 522(1) of Shastri Award. There was no chargesheet and yet the major punishment of termination of services was inflicted. It was held that it cannot be done and the punishment was set aside. Clause 522 of Shastri Award dealt with procedure for termination of employment. In this case before me, Clause XVI of the 1964 Settlement is invoked and has been fully and duly complied with. Ashok Kumar's case, with respect is a case in which without giving a chargesheet, punishment of termination was inflicted when absence without leave or over-staying sanctioned leave without sufficient ground as a case of minor misconduct under Clause 19(7). It is because of this that the order came to be set aside. I therefore, find that the principles laid down by these authorities have been followed and the management has given the employee an opportunity to ask for extension if on medical grounds it was necessary and thereafter when the directions of the doctor and not complied with and she did not resume duties again called upon her to resume duties which she failed to do. She did not go and satisfy the management about the reasons for not resuming duties in the circumstances the management fell back upon Clause XVI of the Settlement. Mr. D'Souza relied upon a decision in the case between T. Venkateswarlu and Branch Manager, State Bank of India, Vijaywada, and another reported in 1990 II LLN 59 page wherein an employee of State Bank of India sent on deputation not rejoining duty in Bank after expiry of deputation was treated as having voluntarily retired in terms of para XVI of the Bipartite Settlement contended that it was a case of retrenchment. It was held, conditions necessary to deem a "voluntary resignation" were satisfied. It was held to be not a case of retrenchment. However, I find that in this particular case the management has acted fairly in accordance with the principles of natural justice and the order passed cannot be faulted on any of the grounds urged.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 30 जनवरी, 1995

का.मा. 523.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी.ई.टी. टैलीकॉम डिपार्टमेंट, अलीगढ़ के प्रबंधन के संबंध में निम्नलिखित शर्तों के अधीन, उनके कर्मचारियों के बीच,

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-40012/194/92-

आई. आर. (डी.यू.)]

के.वी.बी. उन्नी, डेस्क अधिकारी]

New Delhi, the 30th January, 1995

S.O. 523.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D.E.T. Telecom Dept., Aligarh and their workmen, which was received by the Central Government on 30-1-1995

[No. L-40012/194/92-IR(DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

L. D. No. 33/94

In the matter of dispute :

BETWEEN

Shri Nerotam Singh S/o Shri Jorawar, through Shri V. K. Gupta, 2/363, Namzer, Agra.

Versus

D.E.T. Telecom Department, Aligarh-202001.

APPEARANCES :

Shri Kayam Singh—for the Management.

Shri V. K. Gupta—for the workman.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. 40012/194/92-IR (DU) dated 5-5-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of D.E.T., Aligarh in terminating the services of Shri Nerotam Singh S/o Jorawar is legal and justified? If not, what relief the workman concerned is entitled to?"

2. The case was fixed today for filing of claim and other documents when Shri V. K. Gupta through whom the notice was sent to the workman and whose address was given in the reference order made statement that the workman seems to be not interested in contesting the case and no dispute award may be given in this case. In view of this statement of the workman representative No dispute award is given in this case leaving the parties to bear their own costs.

Dated : January 9, 1995.

GANPATI SHARMA, Presiding Officer



नई दिल्ली, 30 जनवरी, 1995

का.आ. 524.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी.ई.टी. टैलीकाम डिपार्टमेंट, अलीगढ़ के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-40012/202/92-

आई.आर. (सी.यू.)

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 524.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D.E.T. Telecom Dept., Aligarh and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-40012/202/92-IR (DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 39/94

In the matter of dispute :

BETWEEN

Shri Netra Pal Singh, S/o Shri Than Singh,

through Shri V. K. Gupta, 2/363 Namner, Agra (U.P.) 2820.

Versus

D.E.T., Telecom Department, Aligarh-202001.

## APPEARANCES :

Shri Kayam Singh—for the Management.

Shri V. K. Gupta—for the workman.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/202/92-IR (DU) dated 6-5-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of D.E.T. Aligarh in terminating the services of Shri Netra Pal Singh S/o Shri Than Singh is legal and justified ? If not, what relief he is entitled to ?"

2. The case was fixed today for filing of claim other documents when Shri V. K. Gupta through whom the notice was sent to the workman and whose address was given in the reference order made statement that the workman seems to be not interested in contesting the case and no dispute award may be given in this case. In view of this statement of the workman representative no dispute award is given in this case leaving the parties to bear their own costs.

Dated : January 9, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 30 जनवरी, 1995

का.आ. 525.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टैलीकाम डिस्ट्रिक्ट मैनेजर, पंजिम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-40012/137/93-आईआर(डीयू)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 525.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Telecom District Manager, Panjim and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-40012/137/93-IR (DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.

Reference No. CGIT-54 of 1994

PARTIES :

Employers in relation to the management of Telecom District Manager, Panjim,

AND

Their Workmen.

## APPEARANCES :

For the Management—Shri Badri Narayanan, Advocate.

For the Workmen—No appearance.

STATE : Karnataka  
Camp : Goa.

INDUSTRY : Telecommunication

Goa, the 4th day of January, 1995

## AWARD

Government of India, Ministry of Labour has made reference, dispute mentioned in the schedule below under Section 10(1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the D/O Telecom District Manager, Panjim-Goa and Sub-Divisional Officer, Madgaon-Goa in stopping from the services is Shri Irappa Yellappa Putil, ex-casual mazdoor w.e.f. 3-11-84 is proper and justified ? If not, to what relief the workman is entitled to ?"

2. Notice of this was sent to the parties and hearing has been fixed at Marmagao to suit the convenience of the parties. Though served Shri Putil the employee about whom grievance is made chose to remain absent and did not file any statement of claim. It is not possible to find out

justification for the grievance in the absence of his statement of claim. It is also not possible therefore, to adjudicate upon the dispute in favour of workmen much less to give him any relief.

Reference disposed off.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 30 जनवरी, 1995

का.आ. 526.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी.ई.टी. टैलीकाम, डिप्ट. अलीगढ़, के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या, एल-40012/196/92-

आई.आर. (डी.यू.)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 526.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D.E.T. Telecom Deptt., Aligarh and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-40012/196/92-IR (DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 40/94

In the matter of dispute :

BETWEEN

Shri Hari Shankar S/o Shri Sarvati Lal, through Shri V. K. Gupta, 2/363, Namner, Agra (U.P.)-2820.

Versus

D.E.T. Telecom Department, Aligarh-202001.

APPEARANCES :

Shri V. K. Gupta—for the workman.

Shri Kalyan Singh—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/196/92-I.R. (DU) dated 5-5-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of D.E.T. Aligarh in terminating the services of Shri Hari Shankar S/o Shri Sarvati Lal is legal and justified ? If not, what relief he is entitled to ?"

2. The case was fixed today for filing of claim and other documents when Shri V. K. Gupta through whom the notice was sent to the workman and whose address is given in the

reference order made statement that the workman seems to be not interested in contesting the case and no dispute award may be given in this case. In view of this statement of the workman representative no dispute award is given in this case leaving the parties to bear their own costs.

Dated : January 9, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 30 जनवरी, 1995

का.आ. 527.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी.ई.टी. टैलीकाम, अलीगढ़ के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-40012/191/92-

आई.आर. (डी.यू.)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 527.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D.E.T., Telecom Department, Aligarh and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-40012/191/92-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 48/94

In the matter of dispute between :

Shri Mehendra Pal Singh S/o Shri Bhudev Singh, through Shri V. K. Gupta, 2/363, Namner, Agra (U.P.)-2820.

Versus

D.E.T. Telecom Department, Aligarh-202001.

APPEARANCES :

Shri V. K. Gupta—for the Workman.

Shri Kalyan Singh—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/191/92-I.R.(D.U.) dated 5-5-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of D.E.T., Aligarh in terminating the services of Shri Mahendra Pal Singh S/o Shri Bhudev Singh is legal and justified ? If not, to what relief he is entitled to ?"

The workman did not appear in spite of notice.

2. The case was fixed today for filing of claim and other documents when Shri V. K. Gupta through whom the notice was sent to the workman and whose address was given in the reference order made statement that the workman seems to be not interested in contesting the case and no dispute award may be given in this case. In view of this statement of the workman representative no dispute award is given in this case leaving the parties to bear their own costs January 9, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 30 जनवरी, 1995

का.भा. 528.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी.ई.टी. टैलीकाम डिपार्टमेंट, अलीगढ़, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, प्रबंधन में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-40012/197/92-

आई.आर. (डी.यू.)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 528.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D.E.T., Telecom Department, Aligarh and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-40012/197/92-IR(DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 38/94

In the matter of dispute between :

Shri Surendera Singh S/o Shri Khoobi Ram through Shri V. K. Gupta, 2/363, Namner, Agra (U.P.)-2820.

Versus

D.E.T. Telecom Department, Aligarh-202001.

#### APPEARANCES :

Shri V. K. Gupta—for the Workman.

Shri Kalyan Singh—for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No L-40012/197/92-I.R.(DU) dated 5-5-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of D.E.T., Aligarh in terminating the services of Shri Surendera Singh, S/o Khoobi Ram is legal and justified? If not, what relief he is entitled to?"

2. The case was fixed today for filing of claim and other documents when Shri V. K. Gupta through whom the notice was sent to the workman and whose address was given in the reference order made statement that the workman seems to be not interested in contesting the case and no dispute award may be given in this case. In view of this statement of the workman representative no dispute award is given in this case leaving the parties to bear their own costs.

January 9, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 30 जनवरी, 1995

का.भा. 629.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, डी.ई.टी. टैलीकाम डिपार्टमेंट, अलीगढ़ के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, प्रबंधन में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-40012/200/92-

आई.आर. (डी.यू.)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 529.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D.E.T., Telecom Department, Aligarh and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-40012/200/92-IR(DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 37/94

In the matter of dispute between :

Shri Jawala Pd. S/o Shri Ram Swaroop through Shri V. K. Gupta, 2/363, Namner, Agra (UP).

Versus

D.E.T. Telecom Department, Aligarh-202001.

#### APPEARANCES :

Shri Kalyan Singh—for the Management.

Shri V. K. Gupta—for the Workman.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/200/92-IR(DU) dated 5-5-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of D.E.T., Aligarh in terminating the services of Shri Jawala Prasad S/o Shri Ram Swaroop is legal and justified? If not, what relief he is entitled to?"

2. The case was fixed today for filing of claim and other documents when Shri V. K. Gupta through whom the notice was sent to the workman and whose address was given in the reference order made statement that the workman seems to be not interested in contesting the case and no dispute award may be given in this case. In view of this statement of the workman representative no dispute award is given in this case leaving the parties to bear their own costs.

January 9, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 30 जनवरी, 1995

का.आ. 530.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी. ई. टी. टेलीकाम डिपार्टमेंट, अलीगढ़, के प्रबंधन के संज्ञक नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-40012/204/92-  
आई.आर. (डी.यू.)]

के.वी.बी. उन्न, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 530.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D.E.T., Telecom Department, Aligarh and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-40012/204/92-IR(DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 45/94

In the matter of dispute between :

Shri Girija Nandan S/o Shri Chakki Lal, through Shri V. K. Gupta, 2/363, Namner, Agra (U.P.)-2820.

Versus

D.E.T. Telecom Department,  
Aligarh-202001.

#### APPEARANCES :

Shri V. K. Gupta—for the Workman.

Shri Kalyan Singh—for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/204/92-I.R. (D.U.) dated 5-5-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of D.E.T., Aligarh in terminating the services of Shri Girija Nandan is legal and justified? If not, what relief he is entitled to?"

2. The case was fixed today for filing of claim and other documents when Shri V. K. Gupta through whom the notice was sent to the workman and whose address was given in the reference order made statement that the workman seems to be not interested in contesting the case and no dispute award may be given in this case. In view of this statement of the workman representative no dispute award is given in this case leaving the parties to bear their own costs.

January 9, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 30 जनवरी, 1995

का.आ. 531.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी. ई. टी. टेलीकाम डिपार्टमेंट, अलीगढ़ के प्रबंधन के संज्ञक नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-40012/205/  
92-आई.आर. (डी.यू.)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 531.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of D.E.T., Telecom Department, Aligarh and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-40012/205/92-IR(DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 44/94

In the matter of dispute between :

Shri Munna Lal S/o Shri Chunni Lal through Shri V. K. Gupta, 2/363, Namner, Agra (U.P.)-2820.

Versus

D.E.T. Telecom Department,  
Aligarh-202001.

#### APPEARANCES :

Shri V. K. Gupta—for the Workman.

Shri Kalyan Singh—for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/205/92-IE.(DU) dated 5-5-94 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of D.E.T., Aligarh in terminating the services of Shri Muna Lal S/o Chunni Lal is legal and justified? If not, what relief he is entitled to?"

2. The case was fixed today for filing of claim and other documents when Shri V. K. Gupta through whom the notice was sent to the workman and whose address was given in the reference order made statement that the workman seems to be not interested in contesting the case and no dispute award may be given in this case. In view of this statement of the workman representative no dispute award is given in this case leaving the parties to bear their own costs.

January 9, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 30-जनवरी, 1995

का.आ. 532. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर दिल्ली टेलीफोन, ईस्टर्न कोर्ट, नई दिल्ली के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई-दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-40012/38/86. डी-II(बी)]

के.वी.बी. उन्नी, डैस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 532.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of The General Manager, Delhi Telephones, Eastern Court, Janpath, New Delhi and their workmen, which was received by the Central Government on 30th January, 1995.

(No. L-40012/38/86-D.II(B))

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 66/88

In the matter of dispute between  
Shri Om Parkash,  
Through the General Secretary  
Delhi Labour Union,  
Aggarwal Bhawan,  
G.T. Road, Tis Hazari,  
Delhi.

Versus

The General Manager,  
Delhi Telephones,  
Eastern Court,  
Janapath,  
New Delhi.

## APPEARANCES :

Workman—In person.

Shri N. C. Sikri with Shri Sanjay Sandhu—for the Management.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/38/86-D.II(B) dated 9th June, 1988 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the demand of General Secretary, Delhi Labour Union for regularisation of Shri Om Parkash as Typewriter technician/mechanic in the scale of Rs. 260—480 is justified? If so, to what relief the workman is entitled to and from what date?"

2 The workman in his statement of claim has alleged that he has been in the employment of the Telephone Department since 1st May, 1970 as a typewriter Technician/Mechanic. He was being treated throughout as casual/muster roll worker and was being paid minimum wages as fixed by 304 GI/95—10

the Government from time to time. His services were terminated w.e.f. 19th March, 1980. The termination was challenged before the Industrial Tribunal and award in I.D. No. 183/81 was given in favour of the workman and he was directed to be reinstated in the service with full back wages and continuity of service. The award was published in the Government of India Gazette dated 11th September, 1985. The denial of status of a regular employee and denial of the same salary as being paid to his counter parts alongwith other benefits attached with the post is wholly illegal, unjust and malafide. The job against which the workman was employed was of a regular and permanent nature carrying pay scale of Rs. 260—480. He had unblemished and uninterrupted record of service. Non-payment of the said amount to him was discriminatory and exploitation of a workman. The workman has claimed that the award be given in his favour holding thereby the non-regularisation of services of the aforesaid workman in proper pay scale of Rs. 260—480 as illegal and unjustified and holding him entitled to regularisation in service w.e.f. 1st May, 1970 from the initial date of appointment into service in proper pay scale and allowance alongwith other benefits.

3. The Management in its reply alleged that the reference as made by the Appropriate Government has become infructuous in as much as the claimant's services have already been dispensed with for the reasons as detailed in the written statement and he has also raised the industrial dispute with regard to his termination therefore, nothing survives in the present reference and the statement of claim was liable to be rejected on this short ground. The workman has suppressed the material facts and has not come to the court with clean hands to the court. The reference was not tenable. The workman had been working as daily rated skilled labour with the management there being no regular work of type-writer repairing. The management offered him regular employment in Group D post twice firstly in 1977 and secondly in 1980 but he declined every time to accept the same. The Management had no alternative but to retrench him from service which was done after following required procedure under section 25-N of the I.D. Act and was paid retrenchment compensation as well. There exists no industrial dispute within the meaning of section 2(s). The post of Technician was in Group 'C' and that of the skilled casual labour was Group 'D' post. He was appointed in Group 'D' and not to Group 'C' post. The services of the workman were regularised in the year 1977 according to his seniority as casual labour but he did not accept that job of Group 'D' and reported that he be considered for group 'C' post. His case was referred to the Telecom Directorate and was again offered the job of regular mazdoor in 1980 and this time again he declined the offer. The Management had thus no option but to dispense with his services and retrench him w.e.f. 19th March, 1980. The Hon'ble Tribunal passed the award holding that the termination of the workman on 19th March, 1980 was had only on technical ground that the provisions of section 25-F of the I.D. Act are not complied with which has now been done. There is no force what the workman has alleged in his statement of claim and his claim deserves dismissal.

4. The Management in support of its evidence examined Shri Swaran Dass Administrative Officer MW1 while the workman appeared himself as his own witness.

5. I have heard representative for the parties and have gone through the record.

6. The workman representative in his written arguments has alleged that the termination of the services of the workman w.e.f. 19th March, 1980 was challenged in the industrial dispute and award was given by the industrial tribunal in I.D. No. 183/81 in favour of the workman and the workman was directed to be reinstated into service with full back wages and continuity of services. He was reinstated in service accordingly. The workman was, however, denied status of a regular employee and the same salary as being paid to his counter parts along with the other benefits which was illegal and malafide. Nature and duties of the workman, working hours of the daily rated technician and regular workman were similar and, therefore, he too was entitled to the same wages. The pre-revised pay scale of the post was Rs. 260—480 and the denial of that scale to the workman was illegal. The management on the other hand has urged that the workman

was appointed as daily rated skilled workman. The management in its arguments has alleged that the reinstatement of the workman by the industrial tribunal was done and he was engaged as skilled casual mazdoor as before. There was no order to give him any other scale but was to be reinstated for the post only where he was working. Moreover, the termination was set aside only on technical ground and not on merits. The workman should have urged for this very relief in that reference and a second reference for the same purpose could not be held to be justified. Detailed reply had been given by the management in that earlier reference and no order to give him in particular scale was given.

7. After having gone through the points urged before me by the representative for the parties in their written arguments I am of the view that in the earlier reference the order of reinstatement was made by the then Industrial Tribunal and there was no order to give him any specific pay scale. The fact that he was offered a Group 'D' post in 1977 and again in 1980 was stated in the written statement by the management but the same was never accepted by him. Since he had not accepted that post so he was retrenched from the services. In the award the workman was ordered to be reinstated and reinstatement is to be done on the same post and not on a different post. Had there been any order of reinstatement to any higher post the same would have been complied with by the management but as per award he was reinstated in the same status in which he was working earlier. The question of giving him any other scale at that time did not arise. Moreover, he was indirectly seeking in this case promotion from Group 'D' to Group 'C' post. The qualification and the system of recruitment for Group 'D' and Group 'C' post was entirely different. He was reinstated in group 'D' and in case he becomes eligible for group 'C' post that could be only by way of his promotion or other settled procedures of the department and not by his merely stating that he was doing the same work as was being done by the regular employee. In view of this situation I am of the view that the workman was not entitled to the scale claimed by him in his statement of claim. Parties shall bear their own costs.

GANPATI SHARMA, Presiding Officer

28th November, 1994.

नई दिल्ली, 30 जनवरी, 1995

का. भा. 533.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुर्गांव पोर्ट ट्रस्ट के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-95 को प्राप्त हुआ था।

[संख्या एन-36011/5/91-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 533.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mormugao Port Trust and their workmen, which was received by the Central Government on 27-1-1995.

[No. L-36011/5/91-IR (Misc.)]

B. M. DAVID, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

PRESENT:

Shri Justice R. G. Sindhakar, Presiding Officer.

REFERENCE NO. CGIT-42 OF 1992

PARTIES:

Employers in relation to the management of Mormugao Port Trust

AND

Their Workmen.

APPEARANCES:

For the Management : Shri Presswalla, Advocate.

For the Workmen : Shri Lakhakar, Advocate.

INDUSTRY : Port & Docks.

STATE : Goa.

Camp : Goa.

Goa, dated the 3rd day of January, 1995

## AWARD

Government of India, Ministry of Labour has by letter dated 1-6-1992 referred the dispute mentioned in the schedule below for adjudication under section 10(1)(d) read with 2A of the Industrial Disputes Act, 1947.

"Whether the action of the management of Mormugao Port Trust is justified in awarding penalties to Shri F.A. Rodrigues, Technician vide order No. IGA/59/PC/B/91/2689 dated 15/16-4-91, Shri Vishram G. Palekar, Technician vide order No. IGA/59/PG/B/91/2688 dated 15-4-91, Shri Ramakant B. Neogi, Technician, vide order No. IGA/59/PG/B/91/2687 dated 15/16-4-91 & Shri Kashinath Kudtarkar, Technician, vide order No. IGA/59/PG/B/91/2686 dated 15/16-4-91. If not what relief these workmen are entitled to?"

2. Statement of claim has been filed by the workmen who are four in number. They state that the Plant Manager and the Chief Mechanical Engineer, Department MPT by circular dated 12th June, 1985 that the Electrical Technicians including the workmen in this reference were asked to do the work of removal and shifting of electrical motors namely, decoupling of the coupling, transportation etc. which was till then carried out for over a decade by the Mechanical Staff of the M.O.H.P. An Industrial Dispute was raised on the ground that it amounted to change of service conditions of the Electrical Technicians. The Central Government failed to make a reference and therefore, Writ Petition was filed in the High Court which directed the reference to be made. My learned predecessor Mr. Justice Jamdar adjudicated upon the same and held that there was no change of service conditions brought about. Said decision has not been challenged.

3. It so happened that after the circular dated 12-6-1985 since the union approached the Conciliation Officer, the management suspended the operation of circular by another circular dated 23rd July, 1985. Central Government having declined to make a reference for adjudication the management issued another circular dated 12th April, 1986 bringing into effect the earlier circular dated 12th June, 1985. The workmen however, refused to comply with the circular dated 12th June, 1985 and perform duties till then done by the Mechanical Staff and herefore, management issued a show cause notice why disciplinary action should not be taken against the said workmen, initiated disciplinary proceedings against them after the refusal of the Central Government to refer the said dispute for adjudication to the Tribunal on the ground of misconduct. However, in view of the tendency of the Writ Petition further proceedings with regard to the disciplinary action were not taken and the enquiry report was not followed by any order. After the award dated 25th August, 1989 by Shri Justice Jamdar upholding the circular dated 12th June, 1985, the Chief Mechanical Engineer issued a memorandum dated 11th January, 1990. Management vide order dated 13th March, 1990 imposed extreme penalty of dismissal from service on the

workmen. An appeal was made and in appeal the Chairman who was the Appellate Authority reduced the penalty and set aside the dismissal orders but so far as Roadtrikes, Palckar, Kudtarkar who were technicians in Grade I were reduced to Technician Grade II and their period of suspension from the date of suspension till reinstatement was treated as dies non and was not to be counted as qualifying service for pensionary benefits. In case of Shri Neogi the reduction in rank was not made because he was in Grade II. However, his pay was reduced and brought down to a minimum of Rs. 1165 and his increments were ordered to be withheld for a period of two years.

4. It has been stated that the workmen did not challenge the award dated 28th August, 1989 because they were assured that no penal action would be taken against the workmen.

5. Their contention is that they had a genuine grievance and since they were asked to do work which was not a part of their duty they should not have been dealt with departmentally as they were seeking redress from appropriate authorities. The penalties imposed are disproportionate and heavy. Since after the award they have never declined to do the work that they were asked to do. They have also alleged discrimination and victimisation on the ground that they were active members of the union and others belonging to the same category have not been departmentally dealt with. Their prayer is for setting aside the order, direction to the management to treat the workmen to be in continuous service for the purpose of pensionary benefits and other attendant monetary benefit.

6. Written statement has been filed on behalf of the management. The facts stated are not in dispute. It is however, contended that the circular dated 12th June, 1985 was not assigning new duties but reiterating what were part of the duties of the workmen. Disobedience amounted to misconduct and therefore, they were punished. It is further contended that notice under section 9A was not required to be given. They further contended that the reference to conciliation and to the Tribunal cannot be taken shelter of for contending that there was no misconduct. It is also contended that the adjudication was in favour of the management and the contentions raised by the workmen were not accepted. In the circumstances, their refusal to do the work asked by the management amounted to misconduct and rightly punished. It is further contended that the penalty was reduced by the Port Authorities and the review application filed by them was rejected. It is also denied that management gave them any assurance of not taking any penal action.

7. The admitted position is that a circular was issued on 12th June, 1985 and it has been mentioned therein at the commencement that a present all the work connected with the removal of motor from the drive assembly including servicing/repairs of the electrical motors namely decoupling extraction of the coupling, transportation etc. are generally being done by the Mechanical Staff of the MOHP. It has been stated that henceforth it will have to be carried out by the Electrical Staff. The contention therefore, was that there was a change in the nature of duties that were being performed by the Electrical Staff and they were asked to do those additional duties which were being earlier done by the Mechanical Staff. They, therefore, were not agreeable and a dispute was raised. The Government of India did not refer the matter for adjudication and ultimately a Writ Petition came to be filed and that was decided by the Bombay High Court, Panjim Bench. The Government of India was directed to apply its mind afresh and decided whether the Industrial Dispute raised by the petitioner was fit for reference under section 10 read with 12 of the Industrial Disputes Act in the light of the observations made and having regard to the settled law by the Supreme Court. There was an adjudication of a dispute referred and the Learned Judge passed an award holding that notice under section 9A of the Industrial Disputes Act was not necessary. He also examined the justification or otherwise of the circular though he observed that the said question was not specifically referred for adjudication. He ultimately found that the action was justified. That award was passed on 25th August, 1989. There is no dispute on the point that since after the award was passed and which was not

challenged by the concerned workmen belonging to the electrical cadre have been doing the work called upon to do it by that circular.

8. It is also an admitted position that after the issue of the circular dated 12th June, 1985 the management issued another circular dated 23rd July, 1985. It stated in view of conciliation proceeding circular dated 12-6-1985 is kept in abeyance. It also stated that until further orders work stipulated in the above circular will continue to be handled by the Mechanical Staff as existing prior to 12-6-1985. Therefore, once again management considered the position that work which was being assigned to the Electrical Technician by circular dated 12th June, 1985 was earlier being done by the Mechanical Staff and would be continued to be done by the Mechanical Staff even after operation of that circular dated 12th June, 1985 was kept in abeyance.

9. In 1986 April, circular was issued stating that the Ministry of Labour, Government of India, final authority in such matters has agreed to the contents of the circular dated 12-6-1985 and has upheld that the nature of the job being as it is there need not be any rigid bifurcation between mechanical and electrical disciplines. It directed that the contents of the circular dated 12-6-1985 will come into effect immediately. It is evident that the action of the Government of India in not referring the dispute for adjudication was challenged by Writ Petition and the challenge succeeded as already stated above. From the judgement of the High Court (copy annexed) it is clear that the High Court was of the view that the Government could not adjudicate upon a dispute but has to refer that dispute for adjudication to a Tribunal under the Industrial Disputes Act. It also observed that if it is a case of patent frivolousness of demand then the Government would be justified in not referring the dispute for adjudication but that is all. Ultimately the Government on reconsideration of the matter in the light of the High Court Judgement on application of its mind afresh referred the dispute for adjudication and that would go to show that the dispute was not a frivolous dispute and required adjudication. The Learned Judge who delivered the award considered the rival contentions and it is true came to the conclusion that there was no change in service conditions necessitating a notice under section 9A of the Industrial Disputes Act. He also as stated earlier examined the question of justification for the issue of the circular and held that it was justified but as I stated earlier that award was on 25th August, 1989. Therefore, his argument is that there was a genuine dispute pending between the workmen on the one hand and the management on the other, the wording of the circular dated 12th June, 1985 and 23rd July, 1985 clearly showing that there was some change of duties and therefore, change of conditions of service and it is because of that the workmen were not prepared to undertake that additional responsibility and duty and though they eventually did not succeed it cannot be said that there was disobedience on their part to carry out their duties.

10. As against that the Learned Counsel for the management submits that the adjudication by the Tribunal clearly goes to show that they were not justified in refusing to carry out duties and therefore, it was a case of misconduct which could be dealt with and appropriate action taken. I am not impressed by this line of argument advanced on behalf of the management. In the Writ Petition the prayer for quashing various chargesheet's was not granted. The High Court did observe "it is no doubt, true that the result in the enquiry proceeding was solely dependent on the success or otherwise of the dispute raised by the petitioners and the like technicians". It further observed that it did not think it should make any further order in respect of a relief sought for and it is for the Port Authorities to act according to the requirements of law. It is thereafter observed it is also open to the petitioner to invoke other provisions of the Act to seek appropriate relief. In those circumstances the High Court proposed not to interfere at that stage with the enquiry proceeding already commenced. This was not a subject matter of adjudication proceedings also. Therefore, the question that is for consideration is whether in the given set of circumstances the action of the management in imposing penalty and punish workmen is justified. In my view it would not be justified. The reason is that the circular dated 12th June clearly postulates that the work was being till then generally handled by the Mechanical Staff and that was expected to

be handled thereafter by the Electrical Staff. Reasons for doing so have been accepted by the Tribunal in the adjudication proceedings. By circular dated 23rd July 1985 the earlier circular was held in abeyance and circular dated April 1986 directed the implementation of the circular dated 12th June 1985. During the enquiry proceedings all along it appears the contention of the delinquent employees was that it was not a case of refusal to carry out the duties assigned but the delinquents were contending that those were not performed by them and those duties could not be assigned to them. That issue was settled by award dated 25th August 1989 and in between they had to not only approach Government but had to approach the High Court by Writ Petition in which they succeeded in getting direction to the Central Government to reconsider the matter and consequence was a reference for adjudication. The management also withheld the final action on the enquiry report. The High Court did not find that it was a frivolous dispute raised and on a fresh application of mind the Government thought it fit to make a reference. In these circumstances, in my opinion, it would not be correct to urge that their action amounted to misconduct in the form of not carrying out the lawful duties only because in the year 1989 the Tribunal held that this issue of a circular dated 12th June 1985 was not vitiated and those were held to be part of their duties. The theory of relation back could not be invoked in such cases.

11. It was also urged on behalf of the workmen that this was a case of victimisation because large number of other Electrical Technicians have not been dealt with while the delinquents who were active workers of the union, one of them being a Vice President of the union have been discriminated. It is not necessary for me to deal with the aspect of the matter.

12. One more point that was raised was with regard to the severity of the penalty. However, Mr. Presswalla on behalf of the management submitted that section 11A would not be attracted because it applied to a case of dismissal or discharge of a workmen and in this case the final orders passed came to be modified in appeal and the orders are of bringing them down by one grade and excluding the period of suspension till reinstatement as dies non and not counting that period for qualifying service for pensionary benefits. The learned counsel for the workmen could not dispute this position and therefore, it is also not necessary to deal with that aspect.

13. However, I have held above that in the facts and circumstances of the case there was no justification for taking departmental proceeding against the employees and imposing penalties on them. They are set aside.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer.

नई दिल्ली, 30 जनवरी, 1995

का. आ. 534—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बम्बई पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-95 को प्राप्त हुआ था।

[संख्या एल-31012/4/92-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 534.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workmen, which was received by the Central Government on 27-1-1995.

[No. L-31012/4/92-IR(Misc.)]

B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

#### PRESENT:

Shri Justice R.G. Sindhakar, Presiding Officer.  
REFERENCE NO. CGIT-9 OF 1994

#### PARTIES:

Employers in relation to the management of Bombay Port Trust

#### AND

Their Workmen.

#### APPEARANCES:

For the Management : No appearance

For the Workmen : Shri J. Sawant

INDUSTRY : Port & Docks STATE : Maharashtra

Bombay dt. 30th day of December, 1994

#### AWARD

Government of India Ministry of Labour has by letter dt. 28th of January 1994 made reference for adjudication of a dispute under section 10(1)(d) of the Industrial Disputes Act, 1947.

#### THE SCHEDULE

"Whether the action of the Management of Bombay Port Trust Bombay in superannuating prematurely Shri Sasm Wooldaye, Share Lascar on 1-7-1991 instead of with effect from 1-6-1993 based on the recorded Date of Birth in School Leaving Certificate is just, proper and legal? If not, to what relief, is the workman entitled?"

Notice of this were sent to the Parties and after service and waiting for quite sometime no statement of claim has been filed. Mr. Sawant appearing for the Union states his inability to file a statement of claim as according to him the concerned workman has left for his native place and he is not available. In the circumstances it is not possible to find out the basis of his grievance or justification thereof. Adjudication has therefore become difficult. Reference disposed of.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 30 जनवरी, 1995

का. आ. 535—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुरगांव डोक लेबर बोर्ड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-95 को प्राप्त हुआ था।

[संख्या एल-36011/1/94-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी



New Delhi, the 30th January, 1995

S.O. 535.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Mormugao Dock Labour Board and their workmen, which was received by the Central Government on 27-1-1995.

[No. L-36011/1/94-IR (Misc.)]  
B. M. DAVID, Desk Officer

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

## PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.

Reference No. CGIT-33 of 1994

## PARTIES :

Employers in relation to the management of Mormugao Dock Labour Board

AND

Their Workmen.

## APPEARANCES :

For the Management—Shri Khandeparkar, Advocate.

For the Workmen—Shri Karmali, Advocate.

INDUSTRY : Ports and Docks  
Camp

STATE : Goa  
Goa

Goa, the 3rd January, 1995

## AWARD

The Government of India Ministry of Labour has referred dispute mentioned in the schedule below to this Tribunal for adjudication under Section 10(1)(d) read with 2-A of the Industrial Disputes Act, 1947.

## SCHEDULE

"Whether the action of the Management of Deputy Chairman Mormugao Dock Labour Board, Mormugao, Goa in stopping the practice of granting additional restricted holiday in lieu of general holiday falling on weekly off day of the employees with effect from 25-3-1991 is justified and appropriate? If not, to what relief the workman is entitled?"

2. The point that has been referred for adjudication clearly envisaged the existence of the practice of granting additional restricted holiday in lieu of general holiday falling on weekly off day of the employee. It also takes a note of the fact that this has been discontinued. The point is with regard to the justification and propriety of this action.

3. In the statement of claim filed on behalf of the workmen by the Union General Secretary has been stated that the Dock Labour Board (hereinafter referred to as the Board) has been customarily granting additional restricted holiday to the workmen if the weekly off day of the workmen fell on any of the General holidays declared by the Board. This was stopped by an order dated 8th of April 1991 under the signature of the Deputy Chairman. It was to take effect from 25th of March 1991. It is not disputed that before bringing about this change a notice under Section 91A of the I. D. Act was given on 4th of March 1991. Though a dispute has been raised by the Union on receipt of this notice about the proposed change the same was effected by the Management. The Union contends that the workmen are entitled to a weekly off and this custom, practice was prevailing for over 21 years and has come to be accepted term and condition of service. Clause 19 of the settlement

dated 12th of June 1989 is relied upon by the Union which according to the Union prevented the Management from bringing about such a change.

4. Conciliation failed and therefore the reference.

5. Management filed written statement and admitted that after a notice under Section 9-A this change was brought about and as a result of this change the practice of giving an additional restricted holiday if the declared holiday fell on weekly off. There is no dispute that provisions of Section 9-A of the Act have been complied with. The grievance is not that the action is illegal or unjustified for non-compliance of the provisions of Section 9-A. The Union contends that the practice prevailing could not have been discontinued unilaterally by the Management by issuing the order pursuant to the notice under Section 9-A. The practice has been prevailing for over 21 years. They are entitled to a weekly off and that could not be discontinued. The wage revision and liberalisation of terms and conditions of employment of port and dock workers at the major Ports have been settled by a settlement dated 12th of June 1989 and it stipulated for providing in fact a five day week by clause 10. It also provided for reduction of duty hours to 40 in a week if they were in excess of 40 hours. The note below that states that the existing benefit of working week should be protected. Clause 36 of the Mormugao Dock workers regulation of employment scheme 1965 provided for holidays and it mentions that each worker shall be entitled in a year to 11 holidays with pay at such rates as may be prescribed by the Board including all such days which shall not exceed 7 in a year as are declared by the Board as closed holidays. Any payment under this clause shall be exclusive of payment calculated under clause 32. Therefore the workmen are entitled to the holidays. They are also entitled to weekly offs and once this position is accepted it is difficult to find justification for discontinuing the practice of giving additional restricted holiday to workmen who would be losing the benefit of either the declared holiday or the weekly off when ever declared holiday fell on a weekly off of a workman. It was argued on behalf of the Management that there is no such right in a workman created by a statute. As I have pointed out above the wage revision is recommending introduction of five day week and the note also provided that the existing benefit should be protected. This wage revision also provided by clause 19 that any facility, privilege, amenity, right benefit monetary or otherwise or concession or a category of employees might be entitled to by way of any award practice or usage should not be withdrawn reduced or curtailed except to the extent and manner as explicitly provided in this settlement. Therefore this also comes in the way of the Management in taking away the benefit of grant of additional restricted holiday which they were having so far. It was argued on behalf of the Management that this applied to cases where these facilities, privileges, amenities, rights benefits monetary or otherwise concession were the consequences of the implementation of the settlement dated 12th of June 1989 and since this additional restricted holiday has not been provided for by this settlement this clause 19 will not operate. I am unable to accept this submission. It is true that the Management is not trying to rely upon this settlement in taking away that facility privilege, amenity, right, benefit or concession (by whatever name it is called) but all the same it is surely trying to deny the workmen that which they were enjoying so far and without assigning reasons for doing so. I must hasten to add that in this proceeding they are trying to justify that action and I will deal with that part of submission a little later. I would not say that clause 19 did provide for retaining existing benefit of shorter working week and protected it. The Management then comes out with a case that it was necessary to do because it was uneconomic labour practice to grant additional restricted holiday. It referred to clause 20.1 of the wage settlement 12-6-1989 in that connection. It also tried to rely upon the balancesheet as on 31-3-1992 of the Mormugao Dock Labour Board Ex. 'V'. The Learned counsel showed that the excess of expenditure exceeded 2 crores 17 lacs. He further submitted that it is for this reason that the Management had to take impugned action.

6. If clause 20.1 of the wage revision settlement is seen it shows that both the management and the federation/

union agreed that scientific approach shall be evolved for achieving efficiency economic rationalisation and better productivity in Port operations in consultation with the Unions. Even assuming the reliance on this clause is relevant it speaks of action in consultation with the Union. Here a notice of a change is given and without assigning reasons the change is proposed and even after the opposition from the Union which is dated 20-3-1991 order dated 8th of April 1991 is issued. The formality of consultation should have preceded even the issue of a notice of change under Section 9-A and giving an indication of the reasons for the proposed change. I therefore find that not even a lip sympathy has been paid to the provisions of clause 20.1 on which reliance has been placed.

7. I am also not convinced that this was done with a view to achieve the object now sought to be advanced by way of justification. Balance sheet produced is of 31-3-1992. It is rather difficult and that is precisely the point urged on behalf of the Union by its Learned counsel, to find out from this balance sheet as to how grant of additional restricted holiday contributed to economic loss and saving of expenditure. I did ask the Learned Council for the management to explain to me how much saving has been effected. He mentioned that the staff consists of 116 members each earning average Rs. 200 per day. Therefore if they take a holiday it works out to Rs. 23,200 per holiday and normally in a year this occasion would arise 3 times. That would make it 69,600. That could be saved by discontinuing the grant of additional restricted holiday. It is not for this Tribunal to suggest the method of making economy but I would surely say that the method adopted is not the correct one.

8. It is also urged that this is discriminatory because it deprives only the office staff and the rest of the workmen enjoy benefit of additional restricted holiday. I do not think it is necessary to deal with this aspect but it cannot also go unnoticed.

9. It was also argued that in no other major Port such an additional restricted holiday is granted. I am not called upon to adjudicate upon this aspect of the matter as no such dispute has been either raised or referred to me for adjudication. I would only say that this is being discontinued in 1991 after it was prevalent for over 21 years in this Port as stated by the Union and about which a grievance is made, dispute raised and referred for adjudication.

10. Apart from the workmen who are entitled to under the scheme specific number of holidays in a year and also entitled to weekly offs cannot be made to suffer the loss of either. They are entitled to holidays with pay and those holidays are declared by the Board. They are also entitled to weekly offs. As a result of the settlement whatever benefits or amenities concessions they were having were expected to be proved and since after the wage revision something is sought to be done to effect economy and that too without the expected consultation and which should be meaningful consultation in my opinion action of the Management is unjustified and improper.

11. With regard to the relief I would say that the order dated 8th of April 1991 which was effective from 25-3-91 is held to be void, unjustified and improper and if the workmen have as a result of this suffered monetary loss the same shall be calculated and paid to the workmen within 2 months from the date of publication of the award.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 30 जनवरी, 1995

का. मा. 536.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स डीबी बन्दोडकर एंड सन्स (पी.) लि. और मैसर्स सम्राट सिक्कोरिटी, तथा डिटेक्टिव एजेंसी के प्रत्यक्षत्व

के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-95 को प्राप्त हुआ था।

[संख्या एल-29011/8/91-आई. आर. (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th January, 1995

S.O. 536.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. D. B. Bandodkar and Sons (P) Ltd. and M/s. Samrat Security and Detective Agency and their workmen, which was received by the Central Government on 27-1-1995.

[No. L-29011/8/91-IR (Misc.)]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

#### PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.

Reference No. CGIT-72 of 1991

#### PARTIES :

Employers in relation to the management of M/s. D. B. Bandodkar and Sons (P) Ltd. and M/s. Samrat Security and Detective Agency

#### AND

Their Workmen.

#### APPEARANCES :

For the Management—No appearance.

For the Workmen—No appearance.

INDUSTRY : Mining

STATE : Goa

CAMP : Goa.

Goa, the 3rd day of January, 1995

#### AWARD

Government of India, Ministry of Labour has made following reference to this Tribunal for adjudication under Section 10(1)(d) read with 2-A of the Industrial Disputes Act, 1947.

"Whether the action of management of M/s. Samrat Security Detective Agency, is justified in not providing liveries, rainwears, shoes, gum boots, torch, belt and security badge to all the security staff numbering twenty five for three years i.e. 1988, 1989 and 1990. If not, what relief workmen is entitled for?"

2. Notice of this has been sent to the parties and inspite of service there was no appearance on 22-11-1991 no statement of claim was either filed or sent. Thereafter the post of Presiding Officer was vacant for quite some time until I took over and directed fresh notice to issue and fixed the hearing in Goa to suit the convenience of the parties on 26th of July 1993. One Mr. Subhash Naik appeared for the workmen and sought time for filing statement of claim. Matter was adjourned to 27th July 1993, once again Mr. Subhash Naik appeared and he undertook to file a statement of claim and send it back by post to Bombay on or before the next date which was 26-8-1993. That was not done. Hearing was again fixed on 2-1-1995 in Goa and notice was issued to the General Secretary, Goa Mining

Labour Welfare Union and has been served as can be seen from the postal acknowledgement. Yet there was no appearance and therefore, the matter was adjourned to 3rd January 1995 at the same venue. Today also there is no appearance on behalf of the union, there is no statement of claim filed. It is not possible to find out the justification for the grievance and therefore, to adjudicate upon the same. In the circumstances, reference is disposed of and award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 31 जनवरी, 1995

का. आ. 537.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिम रेलवे बम्बई, के प्रबन्धन के संबंध निर्यातों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-41011/82/89-आईआर (डीयू)बी-I]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 31st January, 1995

S.O. 537.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway, Bombay and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-41011/82/89-IR (DU)/B-I]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

#### PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/18 of 1990

Employers in relation to the management of Western Railway, Bombay

AND

Their Workmen.

#### APPEARANCES :

For the Employers—Shri P. R. Pai, Advocate.

For the Workmen—Shri M. B. Anchan Advocate.

Bombay, the 29th December, 1994

#### AWARD

The Government of India, Ministry of Labour, New Delhi by its letter No. L-41011/82/89-IR (DU) dated 23-8-90 had referred to the following industrial dispute for adjudication :

#### SCHEDULE

"Whether the action of the employer of Western Railway in terminating the services of Shri Krishnadeo, Gangman w.e.f. 31-10-85 is justified? If not, what relief the concerned workman is entitled to?"

2. The Union, Western Railway Karamchhari Parishad filed its statement of claim contending that the workman Shri Krishnadeo worked at the BCT division. He worked there

between the period 26-10-83 to 4-6-84 and thereafter between 19-6-84 to 6-5-87 having periodical intervals. It is averred that due to the different spell of work he is entitled for grant of temporary status since he has completed 120 days continuous service. It is further alleged that while terminating his services he was not given 14 days notice. It is also alleged that the workman had completed 240 days of service during a calendar year and as such his services could not be terminated without following the conditions as given in the act. It is prayed that the workman be reinstated with wages for the idle period and the subsequent benefits admissible.

3. The management filed a written statement at Exh. 2. It is contended that the dispute raised in this reference had already been finalised with the Assistant Labour Commissioner (Central) Bombay. The said issue was also not taken up by the Western Railway Employees Union recognised union with the management which has also been finalised.

4. It is averred that the Senior Divisional Engineer (I) BCT had given a verbal sanction for the engagement of 200 casual labours for urgent track renewal work in Bandra Marshalling Yard vide letter dated 9-9-1983. Thereafter, again a sanction was given for the engagement of 1800 casual labours for track renewal work. The sanction was for the engagement of casual labours for track renewal work and not for any other departments.

5. The workmen in this dispute was initially engaged by the Permanent Way inspector, Andheri by its letter dated 9-9-1983. He was holding a yellow card No. 103421. Under him he worked for a period of 132 days between 26-10-83 to 4-6-84. Thereafter the workmen left the work and got himself engaged under Chief Telecommunication Inspector (Microwave), Mahalaxmi under the signal department and worked there for the broken periods from 9-6-84 to 6-5-87. He worked there for extra labour alleged sanction from time to time.

6. By letter dated 13-7-87 there is a ban on engagement of casual labours with immediate effect and therefore it was noticed that the engagement of the workman in the signal department was in contravention of the said law. Therefore the workman was discontinued. It is submitted in terms of letter dated 9-7-73 the Casual Labours who have not acquired temporary status and have not completed one year's continuous service are not entitled to any such benefits under the Industrial Disputes Act. As the workman had not completed one year's continuous service, he had not acquired the temporary status. It is averred that the termination of the workman does not fall within the provisions of the Industrial Disputes Act and the action is justified.

7. My Learned Predecessor framed issues at Exh. 4 for determination. The issues and my findings thereon are as follows :—

Issues	Findings
1. Whether the workman Shri Krishnadeo had completed 240 days of service under a continuous period of 12 month.	In the affirmative
2. If so, whether the termination of service of the said workman is in contravention of the provisions contained in the Industrial Disputes Act?	In the affirmative
3. Whether the said workman is entitled to reinstatement in service?	In the affirmative
4. To what relief, if any, the workman is entitled	As per order below
5. What Award?	As per order below

#### REASONS

8. Shri Krishnadeo had filed his affidavit at Exh. 8. He affirmed that he worked for 87 days with PWI/ADH between 26-10-83 to 21-1-84 and 132 days with PWI/ADH between 21-1-84 to 4-6-84. He further affirmed that thereafter he worked at CTCI (M/W) Mahalaxmi for different periods between 19-6-84 to 31-10-85. This period comes to 224 days. He affirmed that he was discontinued from the service as there was no sanction from the General Manager. But the other employees who have been taken along with him

were regularised in service. He was asked to bring the sanction of the General Manager. When he got the sanction, he was not reinstated. He affirmed that he had completed 120 days attendance in six months and had acquired the temporary status under the provisions of the Railways Establishment Manual. There is no cross-examination to this witness as the management was absent. He had further affirmed that he had put 240 days of attendance in a year. He further said that his termination from the service is illegal, invalid and not justified. As there is no cross-examination to this workman, I do not find this workman's statement has to be accepted at this juncture.

9. I may mention it here that the Railway Administration is the most negligent one in this matter. The affidavit of the workman was filed on 6-9-93. Thereafter the matter was adjourned from time to time, for cross-examination. Sufficient opportunity was given to the management for cross-examination but it had not availed the same, for reasons best known to them. Under such circumstances, I record my findings on the points accordingly and in the affirmative and pass the following order :

#### ORDER

1. The action of the employer of Western Railway in terminating the services of Shri Krishnadeo Gangman w.e.f. 31-10-85 is not justified.
2. The management is directed to reinstate the workman Shri Krishnadeo with continuity in service and full back wages.
3. The management is directed to pay Rs. 300 as cost to the workman.

S. B. PANSE, Presiding Officer

नई दिल्ली, 31 जनवरी, 1995

का. आ. 538.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एयरपोर्ट्स आथॉरिटी आफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-11012/6/91-आईआर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 31st January, 1995

S.O. 538.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of International Airport Authority of India and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-11012/6/91-IR(Misc.)]

B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/2 of 1992

Employers in relation to the Management of International Airport Authority.

AND

Their Workmen.

#### APPEARANCES :

For the Employers : Mrs. Nitya Mehta, Advocate.

For the Workmen : No Appearance.

Bombay, dated 12th January, 1995

#### AWARD

The Government of India, Ministry of Labour, New Delhi by its letter No. L-11012/6/91-IR(Misc.) dated 26-12-91 had referred the following industrial dispute to this Tribunal for adjudication. It is in the following terms :

"Whether the action of the management of International Airports Authority of India, Bombay in terminating the services of Mr. D. T. Misale, Beldar vide order dated 20th June, 1986 is legal and justified ? If not, to what relief the workman is entitled to ?"

2. After the receipt of the reference, the parties were duly served.

3. Shri Dongre, the Advocate appeared for the workman Misale. His appearance is dated 10-2-1992. M/s. Bhalshankar Kanga and Girdharilal, firm of Advocates appeared on behalf of the International Airports Authority. The matter was adjournment from time to time for filing the statement of claim. Instead of filing the statement of claim, Shri Dongre Advocate for the workman filed purshis at Exh. 2 dated 11-9-92, withdrawing his appearance in the matter as the workman had not given him any instructions to him. My Predecessor allowed to withdraw his appearance on 12-4-92.

4. Thereafter, the matter was adjourned from time to time for filing the statement of claim of the workman, but he did not file the same. Again a notice was sent to the workman calling upon him to appear before the Tribunal on 7-9-94. The notice was duly served upon him which appears from the acknowledgement receipt. The workman remained present but he did not file the statement of claim. Then the matter was adjourned for three times and on last two occasions the workman remained absent. On the other hand Mrs. Nitya Mehta appeared on behalf of the management. But it appears to me that he is not more interested to proceed with the matter, to show how the action of the management is not legal and justified. Under such circumstance I make the following order :

#### ORDER

1. The reference is disposed of for want of prosecution.
2. The action of the management of International Airport Authority of India, Bombay in terminating the services of Mr. D. T. Misale, Beldar vide order dated 20th June, 1986 is legal and justified.
3. No order as to costs.

S. B. PANSE, Presiding Officer

नई दिल्ली, 31 जनवरी, 1995

का. आ. 539.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-95 को प्राप्त हुआ था।

[संख्या एल-41012/139/92-आईआर (डीयू)/आईआर बी-1]

पी.के. माहकल, डेस्क अधिकारी,

New Delhi, the 31st January, 1995

S.O. 539.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway and their workmen, which was received by the Central Government on the 31-1-95.

[No. L-41012/139/92-IR(DU)/IRB.1]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

#### PRESENT:

Shri Justice R. G. Sindhakar, Presiding Officer

Reference No. 10 of 1994

#### PARTIES:

Employers in relation to the management of Central Railway, Bhusawal.

AND

Their Workmen.

#### APPEARANCES:

For the Management: No appearance.

For the Workmen: Shri Santani, Advocate.  
INDUSTRY: Railways. STATE: Maharashtra.

Bombay, dated 30th day of December, 1994

#### AWARD

Government of India Ministry of Labour has by letter dt. 21-1-1994 made a reference under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication of the dispute mentioned in the schedule:

#### SCHEDULE

"Whether the action of the management of Central Railway, Bhusawal in orally terminating the services of Shri Namonarayan Pyrelal Pande w.e.f. 14-1-1987 is proper legal and justified? If not, what relief the workman is entitled to?"

2. Statement of claim has been filed by the workmen. According to him he was engaged as a casual labour at Badnera on or about 30th of August, 1984. He was converted into monthly rated casual labour on or about 19th of September, 1985. He contends that he acquired a temporary status as he had worked for more than 240 days in a year.

3. On or about 13th of January, 1987 his services, so contends the workman, were terminated by oral order without issuing either prior notice or without paying retrenchment compensation. No opportunity of any hearing was given before terminating his services. Repeated questions for reinstatement had no effect. Ultimately by notice dated 28th of September, 1990 he called upon the management to reinstate him in service. This also did not get favourable response and therefore he approached conciliation officer namely Labour Commissioner. His efforts also failed and consequently the Central Government has made the above referred reference for adjudication of the dispute.

4. Notice of this was issued to the Management and on 13th of June, 1994 the Management deputed one Mr. Jagtap a clerk to represent the Railway Administration. His request for time for filing written statement was granted. Matter came to be adjourned to 16th of August, 1994 and thereafter to 9th of November 1994. Finally it has come up before me

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today. In spite of the repeated adjournment granted to the Railway to file its written statement it has not chosen to do so. In the circumstances I have to proceed ex-parte.

5. On behalf of the workman, the workman examined himself.

6. He states in his evidence that he was employed in 1984 initially as a casual labour at Badnera and he came to be appointed on monthly rated basis in 1985. He continued to work till 13th of January, 1987 in that capacity. He states that on 14th of January, 1987 when he went and reported for work he was told by a trolley man working under AEN that he was no more required for work. That was the end of his job. On 15th of January when he requested for written order he did not receive any. It appears that he addressed a notice through an advocate on 18th of September, 1990 by which notice the management was informed that he should be reinstated with continuity of service and full back wages failing which recourse would be taken to legal proceeding. Acknowledgements have been produced and it appears that there was no reply to this notice also. Conciliation also failed and therefore according to him this reference has come to be made.

7. Since there was no appearance on behalf of the railway administration oral evidence has gone unchallenged. It appears, therefore, that his contention that there was a termination of service is established by the evidence on record. It is also evident that the theory put forth by the Railway Administration before the conciliation officer that he administration wanted him to be continued but he absconded is not established on record.

8. It is the case of the workman and in support there is evidence that the termination was not preceded by any notice nor followed by payment of retrenchment compensation. It is needless to say that he had since 1984 till 13th of January, 1987 worked continuously and therefore his case ought to have been dealt with by following the provisions of Section 25F of the I.D. Act. That has not been done as its evident from the evidence on record. If the Management fails to follow the conditions precedent to retrenchment of workmen then the consequence is that the order of termination is bad and is liable to be set aside. Further consequence is that he continued in service.

9. Looked from another point of view also I find the action of the railway administration is not justified. He acquired temporary status under the Indian Railway establishment manual. If he acquires a temporary status then termination is to be done in accordance with that. The procedure prescribed is not required to be followed if he happens to be a casual labour then no notice is necessary but once he acquired a temporary status notice under clause 302 of the manual is necessary and which is not given. It is not shown that the case is covered by the provisions of (i) and (ii) in that clause. In the circumstances I find that the action of the management is unjustified, neither proper nor legal. As a result he is entitled to reinstatement with continuity of service.

10. The question that then arises is about back wages. The Learned Counsel appearing on behalf of the workmen naturally submitted that the workman should be paid back wages with reinstatement. I find from the evidence on record that during the intervening period this workman has worked though with a private company and on his own admission earned Rs. 20 per day of course as and when work was available. He further stated that if there was no work he was idle. Considering the facts and circumstances of the case I would direct the railway administration 3/4th of the wages which he would otherwise, have earned but for this order of dismissal since the date of termination which is 14th of January, 1987.

Award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 31 जनवरी, 1995

का. आ. 540.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बम्बई पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-31012/21/92-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 31st January, 1995

S.O. 540.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workmen, which was received by the Central Government on 30-1-1995.

[No. L-31012/21/92-IR(Misc.)]

B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT.

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/75 of 1993

Employers in relation to the Management of Bombay Port Trust.

AND

Their Workmen.

APPEARANCES:

For the Employers: Mr. C. D. Nargolkar, Advocate.

For the Workmen: No appearance.

Bombay, dated 17th January, 1995

#### AWARD

The Government of India, Ministry of Labour, New Delhi by its letter No. L-31012/21/92-I.R. (vividh) dated 1-10-93 referred to the following industrial dispute to this Tribunal for adjudication:

#### SCHEDULE

"Whether the action of the management of Bombay Port Trust, Bombay in imposing a penalty or withholding future increment for a period of one year is just, legal and proper? If not, to what relief, is the workman entitled to?"

2. After receipt of the reference the parties were duly served with the notices. The General Secretary of the Bombay Port Trust by his letter informed this Tribunal that they had no concern with the said industrial dispute. On behalf of the management, Mr. Nargolkar appeared and contended that many adjournments were granted for filing the claim, but no claim is filed hence the matter may be disposed of. Under such circumstance, I pass the following order:

#### ORDER

1. The reference is disposed of for want of prosecution.
2. No order as to costs.

S. B. Panse, Presiding Officer

नई दिल्ली, 31 जनवरी, 1995

का. आ. 541.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बम्बई पोर्ट ट्रस्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-95 को प्राप्त हुआ था।

[संख्या एल-31012/46/92-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 31st January, 1995

S.O. 541.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workmen, which was received by the Central Government on 30-1-95.

[No. L-31012/46/92-IR(Misc.)]

B. M. DAVID, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 BOMBAY

PRESENT:

Shri S.B. Panse Presiding Officer.

REFERENCE NO. CGIT-2/48 OF 1993.

Employers in relation to the management of Bombay Port Trust

AND

Their Workmen

APPEARANCES:

For the Employers: Mr. M.B. Anchan Advocate.

For the Workmen: Mr. P. G. Uparkar, Representative  
Bombay, dated 13th January, 1995

#### AWARD

The Government of India, Ministry of Labour, New Delhi by its letter No. L-31012/46/92 dated 3-6-93 had referred to the following industrial dispute for adjudication:

#### SCHEDULE

"Whether the action of the management of Bombay Port Trust in refusing to set right the pay of Sh. R.L. Mhatre, vender—on his promotion, while his junior vender, Shri K. D. Paste—draw higher pay of Rs. 731 is justified? If not, to what relief is the workmen entitled?"

2. After the receipt of the claim notices were served to the concerned parties, the General Secretary Bombay Port Trust Mazdoor Sangh filed his statement of claim at Ex. 2. On the other hand, the management had filed their written statement

at Exh. 3, denying the claim. I do not find it necessary to give the details of the statement of claim and the written statement because today, by pursing exh. 5. Mr. P.G. Uparkar, General Secretary of the BPT Mazdoor Sangh informed the Tribunal that due to the 33 days Extra Ordinary leave of Shri Mhatre his increment was postponed as per written statement. Under such circumstances they do not want to prosecute the reference. As this is so, nothing remained to be done in the matter. Hence I pass the following order:

## ORDER

1. The reference is disposed of for want of prosecution.
2. The action of the management of Bombay Port Trust in refusing to set right the pay of Shri R.L. Mhatre, vender—on his promotion, while his junior vender, Shri K.D. Paste—draw higher pay of Rs. 731 is justified.
3. No order as to costs.

S. B. PANSE, Presiding Officer

नई दिल्ली, 31 जनवरी, 1995

क.आ. 542 —औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस सी सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-95 को प्राप्त हुआ था।

[सं एल-22012/55/91 आईआर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 31st January, 1995

S.O. 542.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on the 31-1-95.

[No. L-22012/55/91-IR C-II]

RAJA LAL, Desk Officer

## ANNEXURE

## BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

Present :

Sri A. Hanumanth, M.A., LL.B., Chairman.

INDUSTRIAL DISPUTE NO. 10 OF 1991

BETWEEN

The Vice President,  
S. C. Workers Union (AITUC),  
P. O. Coal Chemical Complex,  
Distt. Adilabad. (A.P.)

.. Petitioner

AND

The Project Manager,  
Coal Chemical Complex of  
M/s. S. C. Co. Ltd.,  
Coal Chemical Complex,  
Nasapur, Distt. Adilabad (A.P.)

.. Respondent

Appearances :

None for the Petitioner.

Sri K. Srinivasa Murthy & G. Sudha. Advocates for the Respondent.

## AWARD

This is a reference made under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India, Ministry of Labour in its Order dt. 10-4-1991 to dispose of Industrial Dispute referred in its Schedule as follows :

"Whether the action of the management of M/s. S.C. Co. Ltd., Coal Chemical Complex, Nasapur, in not rectifying the wage anomaly of S/Sri R. Raja Rao and A. Samba Murthy, Fitters, on par with Sri Ramachander, Fitter, Junior employee is justified ? If not, to what relief the workmen are entitled to ?"

The reference has been taken on file as I.D. No. 10/1991 and notices have been issued to the Petitioner the Vice President, Singareni Collieries Workers Union Coal Chemical Complex, Adilabad District and the respondent the Project Manager, Coal Chemical Complex, Singareni Collieries Company Limited, Nasapur, Adilabad District. Petitioner and the Respondent received the said notices on behalf of the Petitioner Smt. N. K. Annapurna Devi, Advocate offered to file Vakalat but subsequently she did not file Vakalat and counter on behalf of the petitioner remained exparte. On behalf of the Respondent Management Sri K. Srinivasa Murthy and Miss G. Sudha filed Vakalat and also the counter.

2. The counter filed on behalf of the Respondent reads as follows :

It is submitted that Sri R. Raja Rao is working as Electrician in Coal Chemicals Complex and not as Fitter. He was drawing a basic of Rs. 33.04 per day in Cat. V Scale Rs. 26.04-1.00-40.04 in National Coal Wage Agreement-III as on 1-3-1985. He was promoted from Cat. V to Cat. VI on 1-3-1985. After giving promotional increment, his basic pay was fixed at Rs. 34.64 per day in Cat. VI Scale Rs. 29.24-1.35-48.14. In the year 1986, Sri Raja Rao earned increment and was drawing a basic pay of Rs. 35.99 per day in the above mentioned scales on 1-3-1986. Consequent upon implementation of National Coal Wage Agreement-IV, which came into existence with effect from 1-1-1987, Sri Raja Rao, was fixed in the basic pay of Rs. 54.06 per day in the corresponding basic in National Coal Wage Agreement-IV Rs. 47.70-2.12-77.30 and as on 1-3-87, he was drawing a basic of Rs. 56.18 per day.

Sri A. Samba Murthy, the second workman in the dispute is working as Fitter in Coal Chemicals Complex in Cat. V and he was promoted to Cat. VI with effect from 1-3-1986. While he was in Cat. V he was drawing a basic pay of Rs 33.04 per day as on 1-3-1985 in National Coal Wage Agreement-III. His basic pay was raised to Rs. 35.99 per day as on 1-3-1986 after giving promotional increment and fitment benefit in Cat. VI. Consequent upon implementation of National Coal Wage Agreement-IV, from 1-1-1987, Sri Samba Murthy's basic pay was fixed at Rs. 54.06 per day in the corresponding basic pay in Cat. VI in National Coal Wage Agreement-IV and as on 1-3-1987, he was drawing a basic of Rs. 56.18 per day. Whereas, Sri R. Ramachander, with whom the Petitioners are comparing, was in Cat. V as on 1-3-1986 and was drawing a basic pay of Rs. 33.04 per day in National Coal Wage Agreement-II. Consequent upon implementation of National Coal Wage Agreement-IV, he was fixed in the corresponding basic of Rs. 52.60 per day in Cat. V as on 1-1-1987 in National Coal Wage Agreement-IV (Scale Rs. 14.50-1.62-67.18). Sri Ramachander earned increment and was drawing a basic pay of Rs. 54.22 per day in the above mentioned scale, as on 1-3-1987. Sri Ramachander was promoted to Cat. VI with effect from 1-7-1987 and his basic pay after giving promotional increment benefit in Cat. VI was fixed in National Coal Wage Agreement-IV at Rs. 58.30 per day and thus anomaly has arisen. It may be noticed that a Standardisation Committee was constituted under the Joint Bipartite Committee for Coal Industry to rectify the anomalies in basic fixation arising out of implementation of National Coal Wage Agreement-IV. The basic pay of the senior employees in the individual cases where they are drawing less than their juniors stepped up

and it applies only to the time-rated employees who are promoted to monthly rated posts and the monthly rated employees promoted to higher monthly rated posts and covered by the same seniority list. There is no procedure laid down by the Standardisation Committee as regards to the rectification of basic anomaly in case of the daily rated workmen promoted higher daily rated category. The Standardisation Committee sat recently on 28-8-1991 and the Company has not received any implementation instruction with regard to rectifications of anomalies in basic fixation of daily rated workmen. Whatever the recommendation, as soon as it is intimated to the company, the Company will implement the same. If there is any anomaly as alleged by the Union; if such mistake is there, it will be rectified and if there is no anomaly in the basic pay and if the basic pay of Sri R. Rajarao and Sri A. Samba Murthy are wrongly fixed, the management will be rectifying the said mistake. As the matter was seized by the Standardisation Committee till the recommendations are forwarded we kept this matter pending. That is the reason the concerned union has also not chosen to file the counter. In view of the above mentioned facts it is respectfully submitted that this Honourable Court may be pleased to pass an Award directing the management to implement whatever recommendation will be given by the Standardisation Committee to rectify the anomalies. The respondent is reserving its right to file additional counter on merits as the petitioner has not filed claim statement and the respondent has no knowledge what sort of decision will be taken as the matter was seized by the Standardisation Committee. This Honourable Court was pleased to set the union exparte. In the even that Union files a petition to set aside the exparte orders passed against them and files a claims statement, the respondent may please be permitted to file additional counter.

3. Though the case underwent number of adjournments the petitioner failed to file his counter and adduce any evidence on his behalf. Further he remained exparte. The respondent also failed to adduce any evidence in support of its counter. Further it is represented by the Counsel for the Respondent that the respondent has no evidence as the petitioner did not adduce any evidence and that the reference may be closed. Thus there is no oral or documentary evidence adduced on either side to dispose of the dispute under reference on merits. Hence no points are set out for consideration under these circumstances the reference is closed. Parties are directed to bear the costs.

Typed to my dictation given under my hand and the seal of this Tribunal, this the 29th day of December, 1994.

A. HANUMANTHU, Chairman Industrial Tribunal-I

#### Appendix of Evidence

NIL

नई दिल्ली, 31 जनवरी, 1995

का. आ. 543.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस.सी.सी.एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-1995 को प्राप्त हुआ था।

[सं. एल-22012/54/90 आई आर(सी-II)]

राजा लाल, उर्फ अधिकारी

New Delhi, the 31st January, 1995

S.O. 543.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on the 31-1-1995.

[No. L-22012/54/90-I.R.(C-II)]

RAJA LAL, Desk Officer

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

#### PRESENT:

Sri A. Hanumanthu, M.A., LL.B., Chairman.

Industrial Dispute No. 51 of 1990

#### BETWEEN

The General Secretary,

S.C.C. Council (INTUC),

The Workmen of S.C. Co. Ltd.,

Bellampalli, Adilabad Dist. (A.P.)

..Petitioner/  
Workmen.

#### AND

The General Manager,

The Management of M/s. S.C. Co. Ltd.,

Bellampalli, Adilabad Dist. (A.P.)

...Respondent/  
Management.

#### APPEARANCES:

Sri A. K. Jayaprakasa Rao, Advocate for the Petitioner.

Sri K. Srinivasa Murthy and G. Sudha, Advocates for the Respondent.

#### AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act, 1947 by the Government of India, Ministry of Labour in its Order No. L-22012(54)/90-IR(C.II) dated 9-7-90 to dispose of Industrial Dispute referred in its Schedule as follows:

"Whether the action of the management of M/s. S.C. Co. Ltd., Bellampalli for not promoting S/Sri S. A. Basha and V. Babu Rao, Fitter helper as Fitters in Cat. IV is justified?

If not, to what relief these workmen are entitled?"

The reference has been taken on file as I.D. 51/1990 and notices have been issued to the Petitioner the General Secretary, Singareni Collieries Company Council (INTUC), the Workmen of Singareni Collieries Company Limited, Bellampalli, Adilabad District (A.P.) and the respondent the General Manager. The Management of M/s. Singareni Collieries Company Limited, Bellampalli, Adilabad District (A.P.), Petitioner and the Respondent received the said notices. Sri A. K. Jayaprakash Rao and others led Vakalat on behalf of the Petitioner. Sri K. Srinivasa Murthy and Miss G. Sudha, Advocates filed Vakalat on behalf of the Respondent-Management.

The Claim Statement filed by the Petitioner reads as follows:

It is submitted that S/Shri S. A. Basha and V. Babu Rao, Fitter, helpers, Category II of Morgans Pit mine of M/s. Singareni Collieries Company Limited, Bellampalli, have been continuously acting as Fitters at the same mine since 1984. The management is accepting that the above said two workers are acting as Fitters and also agreeing that they are being paid acting allowance since then. Further the management is also accepting that there are vacancies of Fitters at Morgans Pit mine where the above said two Fitter helpers are acting as Fitters. That the management has notified in their views



that the practice of promoting the non-ITI workers as Fitters, etc. as Tradesmen, was discontinued a decade ago and in view of availability of ITI candidates in plenty, the management is appointing only ITI candidates. The above views of the management are quite wrong, baseless and far from truth. To prove this, we quote an example, S/Shri G. Devaiah. K. Naseer and G. Benny, General Mazdoors, Cat. II of Building Department, Bellampalli, were promoted as Fitters with effect from 1-9-1986 vide office order No. P. BPA/77/5354, dt. 11-10-86. This clearly indicates that the management is still considering the experienced/field workers for promotion as Tradesmen and saying by the management that this practice was completely discontinued a decade ago, is vague. Further the management is their view stated that since the vacancies are more and the field experienced workers are very less in number and could not fulfil the shortages of Electricians/Fitters. Though the ITI candidates are available in plenty as stated by the management, does it mean to neglect the field/experienced workmen. Thus the management is saying that there are no field/experienced workers on one side and on the other side, neglecting the available field experienced workers. It is also agreed by the management in the recent agreement dated 12-3-90, that non-matriculいたes and literate workmen having 4 years experience in Cat. II will be promoted to Cat. IV and Matriculates having 3 years experience will be promoted to Cat. IV. In the light of the above facts, it is evident that the Management had not followed the procedure in force. In view of this, Management's action in not promoting S/Shri S. A. Bashu and V. Babu Rao, Fitter helpers as Fitters in the clear vacancies in which they are acting since 1984 continuously with benefit of acting allowance, is unjustified. It is requested the Hon'ble Tribunal (Central) Hyderabad to pass an order to promote the above said two workmen as Fitters with retrospective effect.

2. The counter filed on behalf of the Respondent reads as follows:

With reference to para 2 it is submitted the statement of the Petitioner Union that Sri S. A. Bashu and Sri V. Babu Rao, Fitter Helpers Category-II have worked continuously as Fitters since 1984 is not based on facts. It is a fact that S/Sri S. A. Bashu and V. Babu Rao have acted as Fitters since 1985 as and when required in leave and sick vacancies at Morgans Pit and they were paid Acting Allowance for the period when they were engaged on acting. Promotion to Category-IV Fitter is not automatic. It is respectfully submitted that in the respondent-company in view of heavy statutory clothing in the coal industry, the permanent employees started remaining absent even after exhausting their leaves and availing all their leave benefits. Even without intimation they remain absent. Every day is an uncertain day which employee attends the duty. That was the reason some of the officers were specifically posted to check up the man power before distribution of work. In the respondent-company absenteeism is between 40 to 50 per cent which is directly affecting the production of coal. Coal being an essential commodity and also several industries are depending on coal as their fuel to run their industry. That was the reason the management is trying to their level best to maintain the production level. As such, they started engaging Badli workers; and in upward movement, i.e., from lower category to higher category if any of the workman or employee is absent the lower category workman/employee is permitted to act in higher category. By virtue of that management will be paying the difference of salary between that of lower category and higher category for that day as Acting Allowance. While the lower category employee acting in higher category job he will not be discharging all the duties attached to higher category post, but for normal routine statutory duties. The workmen in dispute have continuously acted as Fitters in the same mine since 1984 is not correct, and the petitioner is put to strict proof of the same. It may be noticed the Fitter Helpers are in Category-II. What they are seeking from this Hon'ble Court is to promote them as Category IV Fitters as if it is an automatic promotion. It is respectfully submitted for Fitter post the basic minimum qualification has been prescribed by the management and prescribing qualification and keeping a standard of qualification is the managerial function. So far as the Fitters in Singareni Collieries Company Limited are concerned, management has negotiated with the Unions and also entered into

settlements and the Management to maintain industrial peace and harmony as one time measure modified the eligibility as follows:-

- (i) Matriculates with three years experience in Category-II.
- (ii) Non-Matriculいたes but literates with four years experience in category-II."

All the eligible candidates who possess the above mentioned qualifications are called for Trade Test as per the Settlement dated 12-3-1990 and whoever passed in the Trade Test were promoted based upon their merit-cum-seniority as Fitters in Category-IV. It is respectfully submitted the respondent entered into the Settlement under Section 12(3) of the I.D. Act which is binding on the workmen and they have no right to make an allegation or a demand for promotion as they have done in the present case. It is respectfully submitted so long as a settlement is binding the Union has no right to raise an industrial Dispute. The Settlement were entered by the Management only to maintain industrial peace. More so, in the present case the qualifications have been relaxed to enable the workmen to give a chance of promotion. All the workmen in dispute were called for Trade Test and according to their suitability and available vacancy, merit-cum-seniority they were given promotion from 1-8-1990. It is submitted the petitioner's Union is making a demand for promotion from the date of acting as if the employee will get a vested right for promotion to higher category from the date of acting. Acting Allowance is paid to them for discharging the duty of higher category as and when required according to the rules. Mere acting in leave and sick vacancies in higher category does not confer any vested right to the workmen in dispute. It may be noticed as on the date of 1984 there are no Fitter vacancies also. The main intention of the petitioner Union now is the salary of Category-IV but not nature of duties of Category-IV post to be discharged. It is further submitted no employee can certify himself that he is fit for higher category promotion and he is entitled for the same and as such the management should post him in higher post from the date he chooses. Whenever promotion to higher post is to be made on the basis of merit, no employee can claim promotion to a higher post as a matter of right by virtue of acting and seniority along with effect from the date he chooses. It is not sufficient that he has discharged his duties during the course of acting satisfactorily. The employee may be capable of discharging the duties during acting days, but he may not be able to handle the post in higher category with all other responsibilities attached to that post. During the course of acting, only normal work is done to comply the statutory obligations. It is well settled principle of law before any promotion can be effected it is the duty of the management to consider the cases of the employees concerned on the basis of the relevant material, merit and available vacancies. This is not a case whether the management has arbitrarily denied the promotions. As on the date of claiming by this union there are no vacancies at all. It may be noticed the Industrial Engineering Department of the respondent-company from time to time makes study of the jobs, nature of job and its ingredients, available vacancies and the promotions to be given. After it declares the available vacancies only management will be in a position to conduct the Trade Test. In the present case not to have stagnation in promotions and to give a fillip to the employees and also to maintain industrial harmony as a one time measure management entered into settlement dated 12-3-1990 and then promoted. The employees cannot ask for promotion with retrospective effect which is bad in law, much less when they have not worked continuously even in acting jobs shouldering all the responsibilities. It is further held by the Courts that the Courts by their very nature are not competent to appreciate the ability, quality or attributes necessary for the jobs to be executed for every kind of post and it would be hazardous to undertake such responsibility for assessing whether an employee is fit for a post or not. That being a managerial function whenever a promotional demand has been made the Courts have remanded them back in the public interest to the managements to apply their own criteria of selection which is an honest and fair method. In the present case there was no violation of promotion policy nor has the management violated or contradicted any rule or regulation of promotion policy. It is submitted the cases of S/Sri G. Devaiah. K. Naseer and G. Benny cannot be compared with that of

petitioner's cases. All the workmen herein are seniors to the workmen in dispute. They were in different status, even with regard to the material facts. The workmen who are working underground cannot compare their cases with the workmen working on surface. The examples given by the Petitioner Union cannot be treated identical as both the groups are not similarly placed. The law contemplates that the people who are having equal duties, responsibilities and at the equal time can be compared among equals; but the comparison cannot be done with others. The employees cited belongs to Bellampalli Civil Engineering Department and their nature of duties are different from the duties performed by the Fitters of M. Pit Mine. The petitioner is put to strict proof with regard to the allegations made in paragraph-6 to any their cases are identical to the workmen's cases cited. All the old practices have been removed. After the Joint Bipartite Committee for Coal Industry came into effect all the Unions, if there are anomalies in their cases, they are raising disputes and the anomalies were sorted out and clarified as an agreement itself. At no point of time the petitioner raised any dispute in this regard. It is respectfully submitted in paragraph-7 the allegation is not correct nor is it give any cogent meaning to reply. At no point of time management stated that vacancies are more and field candidates are less and as the vacancies could not be filled for the posts of Electricians/Fitters. On the contrary, management was stating there are available vacancies and the candidates should fulfil the requisite prescribed qualification. The inference drawn by the Union is not correct and the petitioner is put to strict proof of the same. The Management has not neglected any workman or any part of trade or category. It may be noticed it is not a case that the management neglected the field/experience personnel and calling for I.T.I. qualified candidates and also with regard to the I.T.I. candidates management is telling that they have no field experience. So far as the available vacancies are concerned the candidates should possess the field experience as well as I.T.I. Certificate. Mere qualification is not sufficient as it would not match or suit to discharge the duties. Without an employee is having a basic prescribed qualification or without any experience he cannot work to the expectations. Most of the employees who are aspiring from lower category to higher category gains on the job training the experience by virtue of acting and also should possess the requisite minimum educational qualification. This is what management has explained to the Union as well as to the conciliation authorities. Under what circumstances management entered into the Settlement dated 12-3-1990 were clearly reiterated in the foregoing paragraphs itself. The allegation that the management had not followed the procedure in force is not correct. It is respectfully submitted though the rule making authority frames the rules and wants to implement them, because of the multiple unions and large work-force one lakh, one or the other faction of people workmen are not permitting the management to enforce them which resulted management was constrained to follow the practices and started purchasing the industrial peace by entering into one time settlements. Further Bellampalli area is afflicted with Naxalites and also there are threats to the officials who cannot discharge their duties without any fear or favour. Even the Government machinery could not work in these areas. Practically parallel governments were run. Knowing fully well the Union with multifactions and multi-trades conveniently at one breath setting motion the labour laws and ask for Settlement and at another breath also makes demands coercively and takes the benefits, and those Settlements and demands they have enjoyed are cited as examples on the alleged ground that the management is not following the uniform policy, and principle. It is respectfully submitted even now the management is ready to follow uniform policy subject to the majority unions, recognised unions and craft unions cooperative with the management to follow the single policy system. All the settlements at present entered are because of the above grounds. What the present seeking from this Hon'ble Court is to give a go-bye to the legal procedure and accept what they say, which is contrary to law. It is further submitted for the demands of 1984 they are making allegations and making demands in 1989. The demand itself is stale in nature and barred by limitation. The demand as made is not maintainable. There are no merits in the petitioner's case. The employees are not entitled for promotion from the date of acting since 1984. It may be noticed no particular date has been given and the petitioner conveniently omitted it to cover the material facts and gave distorted version of material facts and it has not

come with clean before this on'ble Court. In view of the above mentioned facts this Hon'ble Court may be pleased to dismiss the claim petition as the workmen in dispute are not entitled for promotion from the date of their acting and they were already promoted from 1-8-1990 by virtue of the Settlement dated 12-3-1990 and their claim has become infructuous and pass such other necessary orders in the circumstances of the case.

Though the case under went number of adjournments the petitioner failed to adduce his evidence. Hence his evidence was taken on closed. Thereafter number of adjournments were granted for the Respondent-Management to adduce evidence on its behalf, but no evidence is adduced. Further it is represented by the counsel for the respondent that no evidence is being adduced for the respondent as the petitioner failed to adduce any evidence on his behalf. Thus there is no oral or documentary evidence adduced on either side to dispose of the dispute under reference on merits. Hence no points are set out for consideration. Under these circumstances the reference is closed. Parties are directed to bear their costs.

Typed to my dictation given under my hand and the seal of this Tribunal, this the 29th day of December, 1994.

A. HANUMANTHU, Chairman  
Industrial Tribunal-I

#### Appendix of Evidence

NIL

नई दिल्ली, 31 जनवरी, 1995

का.आ. 544 —श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, एस.सी.सी.एल. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-95 को प्राप्त हुआ था।

[सं. एल-42012/14/86-डीII(बी)आईआर(सी-II)]

राजालाल, डेस्क अधिकारी

New Delhi, the 31st January, 1995

S.O. 544.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S. C. C. Ltd. and their workmen, which was received by the Central Government on the 31-1-1995.

[No. L-42012/14/86-DII(B)IR(C-II)]

RAJA LAL Desk Officer

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD

#### PRESENT:

Sri A. Hanumanthu, M.A.; LL.B., Chairman.

Dated the 4th January, 1995

INDUSTRIAL DISPUTE NO. 22/93

#### BETWEEN

Sri M.Dhan Raju, C/o Md. Iqbal 43/206, N. R. Peta,  
Kurnool-518004. A.P. .. Petitioner/Workmen.

AND

New Delhi, the 31st January, 1995

- (1) The Senior Regional Manager,  
Food Corporation of India,  
Mukharamjahi Road, Hyderabad.

Respondent-1

- (2) The Divisional Manager,  
Food Corporation of India,  
Ashok Nagar, Kurnool.

.. Respondent-2.

## APPEARANCE:

None.—For the Petitioner.

Sri K. Satyanarayana Rao, Advocate—for Respondent 1 &amp; 2.

## AWARD

The Government of India Ministry of Labour, by its Order No. L-42012/14/86-D.II(B)|IR(C-II), dt. 7-6-93, referred the following dispute under Section 10(1)(d) and 2(A) of Section 10 of the I.D. Act, 1947 between the Senior Regional Manager and the Divisional Manager, Food Corporation of India, Kurnool and the workmen to this Tribunal for adjudication.

“Whether the action of the management of Food Corporation of India, Kurnool (A.P.) are justified in not giving an opportunity in terms of Section 25 of the Industrial Dispute Act, 1947 to Shri M. Dhan Raju, a workman concerned is entitled to?”

(1) This reference was registered as I.D. No. 22/93 and notice were issued to both parties served on the petitioner and Respondent 1 and 2.

(2) The Petitioner did not file his Claim Statement and Vakalat is not filed on his behalf till 15-12-1993. Several adjournments were granted to the petitioner from 15-12-1993 to 5-4-1994. On 5-4-1994 no representation for the petitioner and no Vakalat filed on his behalf his right to file the Claim Statement was forfeited and the case was posted for filing counter of the Respondent No. 1 and 2, from 25-4-94. Management also failed to file counter though several adjournments granted from 25-4-94 to 4-1-95.

(3) In the above circumstance I find that there is no reason for adjourning the matter still. Further as the Petitioner and Respondent have no interest in the matter as they failed to file their Claim Statement as well as Counter. Hence the reference is closed.

Typed to my dictation given under my hand and the seal of this Tribunal this the 4th day of January, 1995.

A. HANUMANTHU, Chairman.

Appendix of Evidence

NIL

नई दिल्ली, 31 जनवरी, 1995

का.आ. 545 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मसर्स, धनलक्ष्मी बैंक लि., त्रिचुर के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कोल्लम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-95 को प्राप्त हुआ था।

[संख्या एल-12012/259/93-आईआर(बी-1)]

पी जे माइकल, डेस्क अधिकारी

S.O. 545.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Kollam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Dhana-lakshmi Bank Ltd., Trichur and their workmen, which was received by the Central Government on the 31st January, 1995.

[No. L-12012/259/93-IR.B.I.]

P. J. MICHAEL, Desk Officer

## ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL,  
KOLLAM

(Dated, this the 9th day of January, 1995)

## PRESENT:

Sri C. N. Sasidharan, Industrial Tribunal

IN

Industrial Dispute No. 8/94

## BETWEEN

The Chairman, M/s. Dhanalakshmi Bank, Ltd., Head Office, Rond West, Trichur, Kerala.

(By Sri B. S. Krishnan, Advocate, Ernakulam)

## AND

Sri K. Vijayakumaran Nair, Kolamkone/hy Veedu, Valiyara, Vallanadu P.O. Trivandrum.

(By Sri R. Lakshmana Iyer, Advocate, Trivandrum)

## AWARD

This Industrial Dispute has been referred to this Tribunal by the Government of India as per order No. L-12012/259/93-IR B.I. dated 25th February, 1994.

The issue for adjudication is the following:—

“Whether the action of the management of The Dhana-lakshmi Bank Ltd., in dismissing Shri K. Vijayakumaran Nair from service is legal and justified? If not, to what relief the workman is entitled?”

II. Sri K. Vijayakumaran Nair was dismissed from service by the management accepting the findings of the enquiry officer who conducted domestic enquiry into certain charges against this workman. The validity of the domestic enquiry was under serious attack by the workman. Hence that point was considered as a preliminary issue. This Tribunal by order dated 15th November, 1994 found that the enquiry was properly conducted and the charges against the workman are proved with supporting evidence. I shall extract below that order to understand the rival contentions advanced by the parties:—

## ORDER

Sri K. Vijayakumaran Nair, the workman in this case who was dismissed from the service of management is claiming reinstatement contending that the action of management is not justified. The workman was chargesheeted by the management on the following charges:

- (i) That despite the instruction given to you by the General Manager vide letter No. PER : Con : 910/90-91 dated 26th October, 1990, to joint duty at Hyderabad Branch, on 2nd November, 1990, you have joined duty and you continued to remain absent unauthorisedly without any leave to your credit.
- (ii) That you have habitually indulged in absenting from duty unauthorisedly.
- (iii) That you have wilfully slowed down your performance in work at the Branch.

- (iv) That your above said acts have affected the smooth functioning of the Branch.
- (v) That your above acts are prejudicial and detrimental to the interest of the Bank and is also subversive of its discipline."

Before framing the charges the workman was given a show cause notice regarding the charges to which he has filed explanation. The explanation of the workman was not found satisfactory by the management and the management ordered a domestic enquiry. The then chief manager Sri. A. S. Ramakrishnan was appointed as the enquiry officer. He has conducted a domestic enquiry and filed the report finding the workmen guilty of the charges.

2. In the claim statement filed by the workman the contentions advanced are briefly as under: The workman joined the service of management Bank on 24th June, 1977 and he had more than 7 years service as clerk till the date of dismissal. He was compelled to work outside the State of Kerala throughout his period of service except for a period of 6 months in Kerala. Because of that he had become sick and had to avail leave on medical ground in the years 1989, 1990 and 1991 during different spells. His applications for leave had been duly admitted and sanction was accorded till 30th April, 1990. He had submitted Medical Certificate also, while so the management as per memo dated 24th November, 1990 framed the charges in question against him. Without properly considering his explanation the management ordered a domestic enquiry. The enquiry was not properly conducted and he was not given sufficient opportunity to prove his innocence. The enquiry was conducted without complying with the rules of natural justice and fairness. After the finding of Enquiry Officer he was given a personal hearing. But without considering his submissions the management ordered the present punishment. His appeal was also dismissed without proper consideration. The Enquiry Officer directed the workman to furnish the list of defence witnesses and documents on or before 8th March, 1991 which is illegal and violation of the rules of natural justice causing serious prejudice to him. The Enquiry Officer has furnished the list of witnesses and schedule of documents to the workman which shows that he was functioning as presenting officer which amounts to judge prosecutor combination. He was biased and much prejudice was caused to the workman. The documents submitted by the workman were not accepted by the enquiry officer and thereby denied reasonable opportunity to defend his case. The enquiry was closed abruptly without giving opportunity to the workman to lead evidence. The enquiry officer did not obtain the signature of concerned witnesses or that of the workman. The enquiry officer was not correctly recording the oral evidence of witnesses causing serious prejudice to the workman. The enquiry officer has entered his finding without considering the evidence and documents objectively. Such findings are perverse and unacceptable. While issuing the dismissal order the management has taken into consideration the antecedent conduct of the workman without prior notice to him. Such action is in gross violation of principles of natural justice. The charges against the workman are vague and no material was also let in to substantiate such charges. The enquiry officer failed to note that the workman was unable to report for duty at Hyderabad only because of his illness. The punishment imposed is grossly disproportionate. He is the only bread winner of the family with wife, one child and aged parents. He is remaining unemployed since the date of dismissal and he has no other means of livelihood. Further case is that his dismissal from service is an act of victimisation.

3. The contentions of management as stated in the written statement are briefly as below: The workman was confirmed in service with effect from 24th December, 1977 and before promoting to clerical cadre in 1983 he had worked in Nagarcoil and in Kerala. He was transferred to Hyderabad on 16th April, 1986 and reported for duty on 10th June, 1986. He proceeded on leave from 1st July, 1986 which was extended till 15th August, 1986. On 12th January, 1987 he applied for LFC leave for 3 days and did not report for duty till 19th February, 1987. He sent a telegram extending leave upto 28th February, 1987. He was directed to report for duty within 3 days as per letter dated 28th February,

1987. He was again proceeded on leave from 31st March, 1987 and he was granted leave from 31st March, 1987 to 18th May, 1987 for loss of pay on medical grounds. On 30th May, 1987 he again submitted leave application and before leave being sanctioned he absented from duty till 15th June, 1987. After expiry of that leave he did not report for duty. He then sent a leave application for 31 days leave from 1st June, 1987 to 11th July, 1987 on medical ground which was sanctioned. Loss of pay leave was sanctioned for 17 days from 12th October, 1988 to 28th October, 1988 on medical ground. He was in that habit of proceeding on leave and producing medical certificate later. He exceeded all his limit and went on absentsing himself by extending leave by telegrams. He has been unauthorisedly absenting from duty for 14 days from 20th March, 1989 to 2nd April, 1989 and from 15th April, 1989 to 26th April, 1989. By letter dated 30th March, 1989 he was informed about inconvenience caused to the Bank because of his frequent leave and offered to arrange medical examination if he is suffering from any major illness. He was also advised to stop the practice of absentsing unauthorisedly. Though he has reported for duty in response to that letter, he again absented unauthorisedly. He was therefore given a show-cause notice in the explanation he has assured good conduct and apology tendered. The management therefore dropped further action. By memo dated 19th May, 1989 he was specifically informed that he could not proceed on leave without getting the leave sanctioned. But he repeated the very same misconduct again. On 1st July, 1990 submitted application for another 3 months stating that he had heart treatment and suffering pain in hands and legs and other parts of the body. He has further stated that he was taking one injection weekly and also advised bed rest. He has undertaken to produce medical certificates. As on 10th July, 1990 he has availed loss of pay leave for 365 days and exhausted eligibility of extraordinary leave. A senior officer of the Bank Sri. Ram Mohan met the workman and enquired about his illness and collected relevant details. The workman was directed to inform his convenience to arrange for his medical examination at banks instance. The workman informed Sri. Ram Mohan that he was taking Ayurvedic treatment and prepared for medical examination at Trivandrum. That statement itself was against the nature of illness stated in his letter dated 1st July, 1990. Hence a memo was issued to him. In his explanation the story of heart ailment and weekly injection were conspicuous by its absence. By memo dated 19th October, 1990 he was directed to appear for medical examination before Dr. Bahuleyan Medical College Hospital, Trivandrum on 24th October, 1990. But he did not appear and informed that he could not appear because of Bharat Bandh. He has requested to accept the medical certificate produced by him and also informed that he is fit to resume duty. So he was directed to join duty at Hyderabad on 2nd November, 1990. He did not comply with the direction and therefore he was chargesheeted.

4. The further case is that the workman was determined not to join duty unless he was given a favourable posting at Trivandrum. The enquiry officer has given the workman the opportunity to peruse the documents and also to produce documents and list of witnesses. The enquiry posted on 12th March, 1991 was adjourned to 21st March, 1991 on the request of the workman and he was represented by the General Secretary of the Union. His representative cross-examined the management witnesses and defended the workman. After the closure of the enquiry on 21st March, 1991 the defence representative argued his case. The enquiry officer considered the materials on record and entered a finding of guilt against the workman. The workman was called upon to submit the details of his evidence which will not violate principles of natural justice. The enquiry officer has only transferred the materials placed by the presenting officer to the workman concerned and enquiry officer has not assumed the duty of presenting Officer. He was not biased. The workman was informed of the details of evidence proposed to be put up against him and only thereafter he was called upon to submit details of his evidence. No prejudice was caused to him in this manner. The enquiry officer has not refused any document submitted by the workman. The workman did not produce any document in the enquiry. He did not avail of the opportunity to lead evidence. Deposition of witnesses were attested by the concerned defence representative and presenting officer. The enquiry officer has applied his mind to the materials on record and entered his finding which are not

perverse. The management denies all other allegations made by the workman against it. It is further stated that the workman is running a business in the name of his wife and the alleged bad treatment by the branch manager and other staff towards the workman are false and stated for the purpose of this case. Dismissal of the workman was for proved misconduct which was invited by the workman himself. The management has taken action after showing maximum leniency. According to the management the workman is not entitled to any relief.

5. The validity of the domestic enquiry was seriously challenged and that point was considered as a preliminary issue. The enquiry officer was examined as MW1. The enquiry proceedings deposition of witnesses and documents have been marked as Ext. M1 and M1A. No evidence has been let in by the workman.

6. The first point of attack against the enquiry is that the delinquent was not given reasonable opportunity to prove his case before the enquiry officer and the enquiry officer acted as judge-prosecutor and was actually functioning as presenting officer. According to the learned counsel for the workman the enquiry officer has presented the list of witnesses and schedule of documents to the workman entering to the shoes of the presenting officer. It is also contended that the workman was directed to furnish the list of defence witness and documents before the evidence of management. It is evident from the enquiry file Ext. M1 that the workman was represented by the union secretary and without raising any objection or protest he has represented the workman throughout the enquiry. No objection was seen raised for serving the list of witnesses and schedule of documents by the enquiry officer. There is also nothing on record to show that the enquiry officer acted as the presenting officer. There is nothing wrong in asking the workman to furnish the list of witnesses and documents before starting the enquiry. It is also not established that any prejudice has been caused to the workman by asking him to furnish list of witnesses and schedule of documents before commencement of the enquiry. Therefore it cannot be held that there was any violation of rules of natural justice or that the action of the enquiry officer amounted to judge prosecutor combination.

7. The second point of attack is that the workman was not given opportunity to peruse the documents of management and the enquiry officer refused to accept the documents produced by the workman on 12th March, 1991 and thereby the workman was not given reasonable opportunity to put forward the defence case. As I have stated above the workman was represented by defence representative and there is nothing in the enquiry file to show that the representative raised any objection at any point of time that the documents submitted by the workman were refused by the enquiry officer. The enquiry officer as MW1 has categorically denied that he refused to accept the documents submitted by the workman. MW1 has further stated that he has directed the presenting officer of management to show the documents of management to the workman. It is also noteworthy that no objection was seen raised against the person who conducted the enquiry or the procedure adopted by the enquiry officer. In the absence of any such objection or evidence the contention that the enquiry officer refused to accept documents and that the workman was not given opportunity to peruse the records cannot be accepted.

8. The third point of attack is that the enquiry was closed abruptly without giving opportunity to the workman to lead evidence. The enquiry was posted on 12th March, 1991 and it was adjourned to 23rd April, 1991 at the instance of the workman so as to enable him to go through the documents and to prepare for the enquiry. On 23rd April, 1991 four witnesses were present on the side of management and they were examined and cross-examined by the defence representative. Thereafter it is evident from Ext. M1 that the defence representative submitted his argument on behalf of the workman. There is nothing to show that the defence representative requested time for adducing evidence. The workman has no case that he or his representative prayed for granting time to adduce defence evidence and it was rejected. Without seeking time for adducing evidence the defence representative

argued the case. There is nothing wrong in closing the enquiry after examination of management witnesses and hearing the defence representative on the very same day. It cannot therefore be held that the enquiry officer has acted arbitrarily and in violation of the rules of natural justice.

9. The fourth point of attack is that the deposition of witnesses were not recorded fully and the enquiry officer did not obtain signature of witnesses and the workman which amounted to violation of rules of natural justice causing prejudice to him. It is evident from Ext. M1 that in all the pages the statement of witnesses are signed by concerned witnesses, the presenting officer, the defence representative and the enquiry officer. There is no evidence in Ext. M1 to show that the defence representative has raised any objection to the effect that the enquiry officer was not recording the oral evidence correctly. The workman has no such case also. It is specific to note that the workman has not gone to box to depose the above aspects and the alleged denial of reasonable opportunity to defend his case in the enquiry. In these circumstances the present argument is devoid of merit.

10. The next argument is that the enquiry officer has not objectively considered the evidence and without mentioning the points in the defence statement and simply copying the deposition of management witnesses the enquiry officer entered his finding. Further there is no application of mind and the findings of enquiry officer are totally perverse and unacceptable. This argument of the learned counsel is well founded. After recording the statement of witnesses the enquiry officer has simply stated that on a consideration of the evidence both oral and documentary he found the workman guilty of the charges. He has not discussed the points with regard to the documents. Further the enquiry officer found the charge of insubordination though there is no such charge alleged against the workman. On going through the findings of the enquiry officer it is evident that there is no appraisal of evidence before him and there is no proper application of mind. As a matter of fact arbitrariness is writ large. The finding of the misconduct of insubordination is a finding of new charge for which no opportunity was given to the workman. These circumstances lead to the irresistible conclusion that the findings of the enquiry officer is without application of mind and perverse and unacceptable. However the evidence on record make it clear that the charges levelled against the workman are proved and therefore I shall proceed to consider the evidence in the enquiry.

11. The main charge against the delinquent is habitual absence from duty unauthorisedly. The Manager of the Hyderabad Branch of the Bank where the workman has worked last has given evidence as MW1 in the enquiry. This witness has deposed about the absence of the workman unauthorisedly and habitually with supporting documents. Exts. M1 to M18 have been marked in the enquiry through this witness. This witness has explained the correspondence between him and the Personnel Manager of the Bank and between the management and the workman regarding the absence. Ext. M1 is the letter addressed by MW1 to the Personnel Manager of the Bank wherein it is stated that the workman has accumulated a total loss of pay of 239 days till 31st December, 1988. It is also stated that the workman has earlier gone on leave on PL from 27th January, 1989 to 2nd February, 1989 and he has again given another leave application from 10th April, 1989 to 12th April, 1989 which was kept pending. As per this letter the other remaining staff members are forced to do the work by sitting late to finish the routine works. The further statement is that the workman has absented on 20th March, 1989 without submitting leave application. As per Ext. M2 letter dated 30th March, 1989 the workman was informed about unauthorised absence and proceeding on leave frequently without prior sanction. He was informed about the total loss of pay leave and the other leaves taken till April 1989. The workman as per this letter was informed about the inconvenience to the branch and afforded to arrange proper medical examination if the workman is suffering from any major illness. But in spite of Ext. M2 the workman again absented from 15th April, 1989 onwards and he has failed to act as per Ext. M2. Ext. M3 letter dated 15th April, 1989 is the one addressed by MW1 to the manager personnel Head office of the bank stating that the workman had absented himself from 20th March, 1989 to 1st April, 1989 earlier during the annual closing time and that he has repeated this again. The total loss of

pay stands at 252 on the date of Ext. M3 and that the leave application from 10th April, 1989 to 22nd April, 1989 was rejected. The inconvenience caused to the Bank is stated in detail in Ext. M3. Since the workman failed to act as per Ext. M2, the management issued a show cause notice Ext. M4 on 19th April, 1989. The workman replied as per Ext. M7 letter wherein he has indirectly admitted that he proceeded on leave without sanction and apologised and assured that such things will not occur in future. On the basis of this letter the management took a lenient view and reminded him as per Ext. M8 that stern action would be taken if he resorted to unauthorised absence in future.

12. The workman again absented unauthorisedly which is evident from Ext. M9 letter dated 21st June, 1990. As per Ext. M9 to the workman the management has offered again to arrange for medical examination if the workman is suffering from any major illness. Ext. M9 was returned and a copy of Ext. M9 was again issued to the workman which was acknowledged by him. Ext. M10 is the copy of the letter for joining duty which was also returned undelivered. Thereafter as per Ext. M12 letter the delinquent informed MW1 that he is suffering from heart treatment that he want to take one injection weekly that he was advised bed rest that if the injection is stopped that may lead to complete body paralysis. He has requested leave for 3 months from 1st July, 1990 to 3rd September, 1990. But he has not produced any medical certificate. As per Ext. M13 the workman was informed that he has availed loss of pay leave for 364 days and thus exhausted his eligibility for extraordinary leave. He was again offered medical examination. This letter was acknowledged by the workman on 11th August, 1990. Since the workman failed to respond the management issued Ext. M14 show cause notice on 18th September, 1990. As per Ext. M14 it was informed that senior branch manager of Vazhuthacaud branch contacted the workman and enquired about the illness and the workman informed the branch manager that he was suffering from back pain and severe pain in both joints of hand and leg and other parts and also that he was undertaking Ayurvedic treatment. It was further informed to the workman that the nature of illness stated in Ext. M12 is contrary to what has been stated to the Vazhuthacaud branch manager. Ext. M12 and the statement of workman to Vazhuthacaud branch manager make it clear that the workman was misrepresenting the authorities. The management has issued Ext. M17 letter for medical check up at Medical College Hospital, Trivandrum. But the workman did not appear for medical examination but informed the management that due to Bharat Bandh he could not attend the medical check up. As per Ext. M23 the workman informed the management that he is fit to resume duty. Therefore, the management issued Ext. M18 letter dated 26th October, 1990 directing him to join duty as Hyderabad branch on 2nd November, 1990 with medical fitness certificate. But he failed to comply. The documents mentioned above make it clear the unauthorised and habitual absence of the workman.

13. MW1 has explained that only after confirming the leave sanctioned one is expected to proceed on leave. But in the case of the workman he has repeatedly and habitually absented from duty unauthorisedly without even applying for leave and getting it sanctioned. He was in the habit of submitting leave application after proceeding on leave. MW1 has stated that there was no oral sanction of leave. The inconvenience caused to the management Bank was also explained by MW1. The acts of the workman are prejudicial and detrimental to the interest of the Bank and affected its smooth functioning. MW2 is a clerk in the Hyderabad Branch of the Bank. He has deposed in support of the case of the Bank. MW3 is the senior manager of Vazhuthacaud branch who has deposed that on the basis of Ext. M19 letter he met the delinquent and he was informed about the pain and illness of the workman and that he was undertaking Ayurvedic treatment. But no diagnosis report or X-ray was submitted. MW3 has further deposed that he was directed to arrange for a medical examination of the workman at the Bank's cost. But the workman did not turn up and the offer made by the Bank on earlier occasion also was ignored by the workman. If the workman is suffering from any major illness he would have very well accepted the offer of the Bank and utilised that offer. But he failed to do so without any satisfactory explanation at all. That also negative the case of the alleged illness of the workman for his unauthorised absence. MW4 is the Personal Officer of the manage-

ment Bank who has also explained the mode of sanction of leave and the habitual absence of the workman. He has explained that the indifferent attitude of the delinquent has adversely affected the Hyderabad branch. MW4 has deposed that as per the award leave is not the right of the employee and only after confirming sanction of leave one is expected to go on leave that leave not more than 90 days at a stretch and more than 360 days during the service cannot be granted and if that exceeded an employee can be discharged from service. The evidence of MWs 1 to 4 and the documents mentioned above clearly establish the charges levelled against the workman. Though he has exceeded the limit for taking leave, the management took lenient view and gave opportunities to correct. But the workman did not mend his ways.

14. The memo of charges dated 24th November, 1990 was marked as Ext. M24 in the enquiry. On going through Ext. M24 it is evident that the charges are clear and specific. The workman submitted his explanation Ext. M25. In Ext. M25 he has mainly projected his illness and physical condition for taking frequent leave. Further he has alleged in human acts against him by certain employees in the Hyderabad Branch and also that he was denied transfer to Thiruvananthapuram District inspite of repeated requests. But no attempt has been made to prove the above aspects before the enquiry officer. So the argument that the charges levelled against the workman are not specific and vague and the Ext. M25 explanation fully supports his case that he is not guilty of the charges, is without force and only to be dismissed.

15. In view of the above discussion, I hold that the charges levelled against the workman was clearly proved in the domestic enquiry as is evident from Ext. M1 and M1-A.

16. In the result, I hold that the domestic enquiry was conducted properly in compliance with principles of natural justice and the charges levelled against the workman are proved with supporting evidence.

III. The only question now remains for consideration is regarding punishment. The workman was dismissed from service for the charge of habitual absence on the basis of the domestic enquiry finding. The learned counsel for the workman would contend that habitual absence is the only charge against the workman and that occurred only after joining duty at Hyderabad. According to the learned counsel there was no previous complaint or punishment against the workman that no allegation of fraud, misappropriation or any such misconduct that he is having about 14 years service with the management and that the punishment of dismissal for the charge of habitual absence is grossly disproportionate and inadequate. This argument is countered by the learned counsel for the management. On behalf of the management it was contended that the workman did not report for duty even after repeated requests, pointing out the unauthorised and habitual absence of him and the inconvenience and loss caused to the management Bank. It is also pointed out that the conduct of the workman is irresponsible throughout. According to the learned counsel considering the circumstances together the punishment of dismissal is commensurate, with the charges now proved against the workman. It is also contended that he has purposely absented from duty to avoid working at Hyderabad and to get transfer to Kerala. The learned counsel would further contend that the workman does not deserve any kind of leniency in the matter of punishment.

IV. It is true that the workman habitually and unauthorisedly absented from duty and that too repeatedly. It is also true that his absence caused inconvenience to the management Bank. Because of the absence of the workman the other employees were forced to do the work, of the delinquent and thereby caused inconvenience to such employees as well. But the charge against the workman is only habitual absence. The work of the delinquent was done by other employees and there is no evidence of any additional payment to those employees of the management. There is also no evidence of any loss to the management or that the absence of the workman ruined the good image of the bank among the public. He has not committed any grave misconduct such as fraud, misappropriation etc. According to the workman he could not join duty due to his illness though it is not properly proved. Considering the gravity of the charge and the other circumstances in toto I am of opinion that the punishment of dismissal is grossly disproportionate and inadequate. In the interest of justice it is proper and necessary to afford



him an opportunity to discharge his duties sincerely to the expectation of management. However, for the charge proved against him he must be adequately punished. For that the mental agony suffered by him due to the loss of job and denial of back wages and other monetary benefits would be sufficient punishment according to me. Subject to that he is entitled to be reinstated in service.

V. In the result, an award is passed holding that the action of management in dismissing the workman Sri Vijayakumaran Nair is illegal and unjustified and directing the management to reinstate him in the service of the management Bank without back wages and any other monetary benefits but with continuity of service.

C. N. SASIDHARAN, Industrial Tribunal

#### APPENDIX

Witness examined on the side of the Management :

MW1—Sri. A. A. Ramakrishnan.

Documents marked on the side of the Management :

M1—Register containing enquiry programmes and dispositions of witnesses.

M1-A—File containing enquiry report findings, and other connected documents.

नई दिल्ली, 1 फरवरी, 1995

का.आ. 546 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार यूको बैंक के प्रबन्धन के संरक्षित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-12012/406/91-आई आर बी-2]

बी.के. शर्मा, ईस्क अधिकारी

New Delhi, the 1st February, 1995

S.O. 546.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workmen, which was received by the Central Government on 1-2-1995.

[No. L-12012/406/91-IR (B-II)]

V. K. SHARMA, Desk Officer

#### ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR  
PRESENT:

Sri P. K. Tripathy, M.A. LL.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO 8 OF 1992  
(CENTRAL)

Dated, Bhubaneswar, the 31st December, 1994

BETWEEN

The management of United Commercial Bank, Kakatpur Branch, District : Puri.

... First party-management.

AND

Their workman Sri Ayub Khan,  
C/o : M. Khan, United Commercial Bank,  
Kakatpur-752008, Dist : Puri.

... Second party-workman

#### APPEARANCES :

Sri N. L. Mishra, Advocate—For the first party-management.

Sri C. Behera, Advocate—For the second party-workman.

#### AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the 'Act') have referred the following dispute for adjudication vide the Order No. L-12012/406/91-IR(B.II) dated 25-3-92:—

"Whether the action of the management of UCO Bank in terminating the services of Shri Ayub Khan is justified? If not, to what relief is the workman entitled to?"

2. The above described second party-workman contesting the case has filed a claim statement contending therein that the United Commercial Bank is a Corporate Public Sector Bank having branches at various places. The second party was engaged on casual basis at Kakatpur branch of the management with effect from 3-4-89 and was required to do the job of a subordinate staff (Peon). He was engaged against a permanent vacancy which was then existing. He worked continuously for over a year and during that period he worked to the satisfaction of his employer. His service was terminated with effect from 21-7-90 for no fault from his side. At that time the management did not follow the provisions of law and natural justice relating to retrenchment notice and retrenchment compensation. After his termination the management appointed Laxman Kindo at Kakatpur branch besides some others in other branches in violation of the provisions in Section 25-G of the Act. He has further contended that during the period of his employment he was paid at the rate of Rs. 10 per day though he was required to do the work of a sub-staff. In that connection, the management grossly violated the principle of equal pay for equal work. He has prayed for reinstatement in service with back wages. In reply to the written statement of the management, he has further contended that he is not a member of any of the unions and hence, he is not bound by the settlement dated 12-10-1989 arrived at between the management and the unions.

3. In its written statement the management has contended that it is one of the twenty Nationalised Banks in the country and it has branches/offices in different places in every State of the country. In such branches/offices casual workers were employed who had no requisite educational qualification and other eligibility criteria such as, age, physical standard etc. and such irregular engagement created not only administrative difficulties but also discontentment amongst the workers through their unions who insisted to regularise them in service. Under such circumstances, the management with a view to streamline engagement of casual/daily rated workers in the sub-staff category held discussion with the unions and made a settlement on 12-10-89 in which certain eligibility criteria were prescribed. According to that settlement a casual employee who had worked for a period of 240 working days within a period of three years preceding the date of settlement, was eligible to be regularised if he was within the age group of 18 to 26 on the date of his first appointment and had a minimum educational qualification of VIIIth standard but had no educational qualification of S.S.L.C. or equivalent qualification and such casual worker was not engaged as a daily rated water-boy.

According to the said settlement the eligible workers were to apply to the management by 30-11-89. The second party in this case is also covered by that settlement. By the date of settlement he had not worked for 240 days, therefore he was not an eligible candidate to be regularised in service and for that reason perhaps the workman did not apply for regularisation in service though 193 other casual workers applied and out of them 134 were regularised and appointed. The management has further contended that as per the terms of the settlement since the workman was not entitled to continue in casual employment, he was terminated from service by way of implementing the settlement, under such circumstance, the management has not violated the provisions in Section 25-F of the Act. The management has further contended that no further employment was made save and except on the basis of the aforesaid settlement and therefore, the allegation of the workman relating to violation of Section 25-G of the Act is not true. It has further contended that the workman was paid the minimum wages prescribed by the Government and therefore, he is not entitled to the wages claimed. The management has also contended that the second party is not a workman and the dispute is not an 'industrial dispute' within the meaning of Sections 2(s) and (k) of the Act and therefore, the reference is not maintainable.

4. On the basis of the aforesaid pleadings, the following issues are framed :—

#### Issues

1. Is the action of the management of UCO Bank in terminating the services of Sh. Ayub Khan justified?
2. To what other relief, if any, the workman is entitled to?

5. In support of their respective cases, both the parties have adduced oral and documentary evidence. The management has examined M.W. No. 1 Damodar Sahu, Deputy Chief Officer, Zonal Office, Bhubaneswar and M.W. 2 Apurbakrushna Mohanty, Ex-Branch Manager of Kakatpur branch and documents vide Exts. 1 to 11. The workman has examined himself as the workman's witness No. 1 and has relied upon the xerox copy of the attendance register relating to him which has been marked as Ext. A.

6. Keeping in view the pleadings of the parties and the issue No. 1, the point which is to be considered is as to whether the refusal of employment/termination of service of the workman is 'retrenchment' according to the provisions in Section 25-F of the Act. In the context, as has been noted above, while the workman insists that it is a case of retrenchment, the management contends that it is not a case of retrenchment because the service of the workman was terminated by way of implementing the settlement dated 12-10-89 i.e., Ext. 1. The workman has contended that he is not bound by the settlement being not a member of any of the unions and being not a party to the settlement. These points need careful consideration.

7. The workman has admitted in his evidence and also he has admitted relating to execution of the authority, Ext. 9 authorising the President of UCO Bank Employees Association, Orissa, Bhubaneswar to represent him. It appears from Ext. 1 (settlement dated 12-10-89) that the President and the General Secretary of Employees' Association had actively participated and arrived into the settlement, with the management. It also appears from the circular dated 19-10-89 (Ext. 2) that the two other unions who are active under the

management have also entered into the said settlement in the same terms as in Ext. 1. The terms of the settlement, Ext. 1 go to show that it was relating to the casual workers engaged in different branches of the management bank all over the country. Under such circumstance, who-so-ever working as a casual worker by the date of the aforesaid settlement is bound by the terms and conditions of that settlement. Thus, when admittedly the second party-workman was then working as a casual worker he is bound by the terms and conditions of the settlement. Ext. 1 when the recognised unions have entered into the settlements. In this connection, the principle propounded relating to acceptability of such a settlement in the decision reported in A.I.R. 1977 S.C. page 322 (Herbertsons Ltd., Vrs. The Workmen of Herbertsons Ltd. & others) is followed. It may be noted here that so far as the settlement Ext. 1 is concerned, the workman has not stated that with a mala fide intention such settlement was entered into between the management and the recognised unions. Under such circumstance, it is held that the workman is bound by the terms of the settlement Ext. 1.

8. According to the case of the workman, he continuously worked from 3-4-89 till 21-7-90 for a period over 240 days. The management has disputed that contention only with respect to two spells of time i.e., from 20-8-89 to 18-9-89 and 14-1-90 to 4-2-90. The workman while giving his evidence was hesitant in admitting such fact but in that connection the vouchers Ext. 6 series relating to him and the voucher Ext. 7 relating to another casual worker besides the chart Ext. 8 showing the days on which the workman worked are found consistent with Ext. A, the attendance register to show that at least during 14-1-90 to 4-2-90 the workman was not engaged. Even if it is held that the workman was not engaged from 20-8-89 to 18-9-89, and 14-1-90 to 4-2-90 then also that does not affect the case of the workman, in as much as, during the remaining period between 3-4-89 to 3-4-90 the workman had worked for a period of 240 days. In that connection, on a combined reading of the evidence of M.Ws. 1 and 2 and the evidence of W.W. No. 1, it is crystal clear that during the spell of twelve months engagement, the workman had worked for more than 240 days. Thus, the case of the workman comes within the meaning of continuous service as defined in Section 25-B(2)(a) of the Act.

9. Even if the workman is bound by the settlement, Ext. 1 and when he had completed 240 days of work in a year, whether the action of the management in terminating his service without complying with the provisions in Section 25-F of the Act is valid and proper, is the point which falls for consideration. In that connection, Ext. 1 does not provide that ineligible casual workers shall be terminated without following the provisions of law in the Act. In other words, Ext. 1 does not prevent the management to comply with the provisions in Section 25-F in appropriate cases. Under such circumstance, even if Ext. 1 is applicable to the workman relating to regularisation in service and his ineligibility for regularisation, yet Ext. 1 does not empower the management to terminate his service without complying with the provisions in Section 25-F of the Act.

The management has contended that there was no relationship of employer and employee between the management and the second party and therefore, the act of termination does not amount to retrenchment. In support of that contention it relied upon the decision reported in 1993 F.I.R. 479 (Kondaranji Service Co-operative Bank Ltd. Vrs. M.M. Lissy and others). In the said case, Hon'ble Kerala High Court have been pleased to propound that "While all 'retrenchment'



under section 2(oo) of the Industrial Disputes Act, 1947, will result in termination of service of a workman by the employer, all termination of service of a workman by the employer will not amount to "retrenchment". To fall within the definition of "retrenchment", there must be termination of a legal and valid relationship of master and servant between the employer and the workman." In reply to the aforesaid ratio the workman has relied upon the decision reported in A.I.R. 1976 S.C. Page 1111 (State Bank of India Versus N. Sundara Money) in which Hon'ble Supreme Court have been pleased to propound as follows:—

"9. A break-down of Sec. 2(oo) unmistakably expands the semantics of retrenchment. "Termination ..... for any reason whatsoever are the key words. Whatever the reason, every termination spells retrenchment. So the sole question is has the employee's service been terminated? Verbal apparel apart, the substance is decisive. A termination takes place where a term expires either by the active step of the master or the running out of the stipulated term. To protect the weak against the strong this policy of comprehensive definition has been effectuated. Termination embraces not merely the act of termination by the employer, but the fact of termination howsoever produced. May be, the present may be a hard case, but we can visualise abuses by employers, by suitable verbal devices, circumventing the armour of Section 25-F and Section 2(oo). Without speculating on possibilities, we may agree that 'retrenchment' is no longer terra incognita but area covered by an expansive definition. It means "to end conclude, cease." In the present case the employment ceased, concluded, ended on the expiration of nine days—automatically may be, but cessation all the same. That to write into the order of appointment the date of termination confers no moksha from Sec. 25-F(b) is inferable from the proviso to Section 25F(1)(sic) [Section-25-F(a) ?]. True, the section speaks of retrenchment by the employer and it is urged that some act of volition by the employer to bring about the termination is essential to attract Section 25F and automatic extinguishment of service by effluxion of time cannot be sufficient. An English case R. V. Secretary of State (1973) 2 All ER 103 was relied on, where Lord Denning M.R. observed :

"I think that the word 'terminate' or 'termination' is by itself ambiguous. It can refer to either of two things—either to termination by notice or to termination by effluxion of time. It is often used in that dual sense in landlord and tenant and in master and servant cases. But there are several indications in this paragraph to show that it refers here only to termination by notice." Buckley L.J. concurred and said :

"In my judgment the words are not capable of bearing that meaning. As counsel for the Secretary of State has pointed out, the verb 'terminate' can be used either transitively or intransitively. A contract may be said to terminate when it comes to an end by effluxion of time or it may be said to be terminated when it is determined at notice or otherwise by some act of one of the parties. Here in my judgment the word 'terminated' is used in this passage in para 190 in the transitive sense, and it postulates some act by somebody which is to bring the appointment to an end, and is not applicable to a case in which the appointment comes to an end merely by effluxion of time."

"Words of multiple import have to be winnowed judicially to suit the social philosophy of the statute. So screened, we hold that the transitive and intransitive senses are covered in the current context. Moreover an employer terminates employment not

merely by passing an order as the service runs. He can do so by writing a composite order, one giving employment and the other ending or limiting it. A separate subsequent determination is not sole magnetic pull of the provision. A pre-emptive provision to terminate is struck by the same vice as the post-appointment termination. Dexterity of diction cannot defeat the articulated conscience of the provision."

Keeping in view the facts involved in this case, it may be safely said that the relationship of employer and employee existed because the workman was employed and he was paid wages by the management at Kakatpur branch from period to period and at the same time the same was never objected to or audited by the superior authority at any point of time. On the other hand, casual workers of his category having more days of work by the date of settlement were regularised in service. Therefore, the case of the workman in the present case is distinguishable from the facts and circumstances which were before the Hon'ble Kerala High Court in the above cited decision. Apart from that as per the above quoted principle propounded by the Hon'ble Supreme Court, this Tribunal is bound to follow the principle enunciated by the Hon'ble Supreme Court that every termination is a retrenchment if it does not fall within the exception as provided in Section 25F of the Act. Thus, the termination of service of the workman will effect from 21-7-90 is an act of retrenchment which was done by the management without following the provisions in Section 25F of the Act. In the connection, the logic advanced by the management that his service was terminated by implementing the settlement, Ext. 1 is of no assistance to the management, for the reasons already indicated in a preceding paragraph. To repeat the same, it may be mentioned that Ext. 1 has not authorised the management to violate the principle of Section 25F of the Act or to ignore the principle of law while terminating the services of the workers who were not falling within the eligible criterias as per the settlement, Ext. 1.

10. The aforesaid discussion thus goes to show that the termination of service of the workman is neither legal nor justified because of non-compliance of the provisions in Section 25F of the Act.

11. The workman has claimed for reinstatement in service with back wages on the basis of 'equal pay for equal work'. In that connection, the contention of the management is that during the period of his casual employment the workman was paid at the rate of Rs. 10 per day. In that connection, M.W. 2 has stated that he made payment at such rate because his predecessor had paid to the workman at that rate and he does not know what was the minimum wage prescribed by the Government. M.W. No. 2 has further admitted that the workman was engaged as a sub-staff and he was discharging the duties like other sub-staffs by way of carrying daks etc. The workman in his evidence has also stated about the said fact besides mentioning that a sub-staff was getting an emolument of Rs. 1800 per month at the relevant time. Nonetheless, the workman has stated in his evidence that he wants back wages at the rates of Rs. 41 per day. It appears from Ext. 4 that the management prescribed for payment of daily wage at the rate of Rs. 41 for Non-CCA area. This circular is dated 31-3-90. Under such circumstance, when the workman has discharged similar type of work like the other sub-staff of his category, he is entitled to the aforesaid daily wage with effect from 1-4-90.

12. The management being a public sector undertaking and being managed by qualified persons with assistance of legal cell, it should have sorted out this dispute by looking to the law and the lacunas of its officers in non-complying with the provisions in Section 25-F of the Act and should not have instrumental in carrying this matter to the Tribunal, in as much as if at the stage of conciliation it would have admitted regarding payment of retrenchment compensation, the workman perhaps could have agreed to the same. For reasons best known to the concerned officials, the management did not co-operate at that stage and as such, the matter came on reference to this Tribunal. When the termination

has been found to be illegal, naturally the workman is entitled to be reinstated in service until his termination, if necessary, is made in a lawful manner and he is to be paid back wages for the entire period at the approved rate of Rs. 41 per day till the date of reinstatement in service. He should be reinstated in service within a period of two months from the date of publication of the Award and the back wages at the rate of Rs. 41 per day be paid to him with effect from 1-4-90 after adjusting the duty wages already paid.

The Award is passed accordingly.

Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 1 फरवरी, 1995

का.आ. 547.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार स्टेट बैंक आफ पटियाला के प्रबन्धन से संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-95 को प्राप्त हुआ था।

[संख्या एल-12012/294/85-डी-II (ए)/आईआरबी-1]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 1st February, 1995

S.O. 547.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Patiala and their workmen, which was received by the Central Government on the 31-1-95.

[No. L-12012/294/85-D.II(A)/IR B-I]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SHRI M. S. SULLAR, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, CHANDIGARH

Case No. 42/86

Smt. Paramjit Kaur and Parmod Kumar

Vs.

State Bank of Patiala

For the workmen : Shri T. C. Sharma.

For the management : Shri P. S. Arora.

#### AWARD

Dated, the 30th November, 1994

In the wake of industrial dispute raised by the workman U/S 10(1)(d) of the Industrial Disputes Act 1947, (hereinafter to be referred as the Act), the Central Government vide letter No. L-12012/294/85-D.II(A) dated 18th June 1986 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the State Bank of Patiala terminating the services of Shri Pramod Kumar, cashier-cum-clerk in the Nawansher Branch (district Jalandhar) and not considering him for further employment while recruiting fresh hands is justified? If not, to what relief the said workman is entitled to?"

"Whether the action of the management of State Bank of Patiala in terminating the services of Smt. Paramjit Kaur Bedi, Temporary Clerk-cum-typist in their section 35 Chandigarh branch w.e.f. 17-9-79 and not considering her for further employment while recruiting fresh hands is justified. If not what relief she is entitled to?"

2. The brief facts relevant for the disposal of present reference petition are that Parmod Kumar, petition joined the service of Respondent Bank at Nawanshahar Branch as Cashier-cum-clerk, while petitioner Paramjit Kaur Bedi worked at Sector 35, Chandigarh Branch State Bank of Patiala, as Clerk-cum-Typist. Their services were terminated by the Respondent Bank and they have challenged their termination by way of the present reference.

3. The case set up by the workmen in brief in so far as relevant is that, work for which the workmen were employed was of a permanent nature and continued to be available even after the termination of their services and the bank employed other persons in their place. According to the petitioners, the Management has terminated their services, without issuing any notice or order, the Management did not issue them any appointment or termination letters. It was alleged that the junior persons were retained in service and some workmen were appointed in the clerical scale. In all it has been alleged by the workmen that the action of the Management, in terminating their services is nothing but complete violation of the provisions of Section 25-F, 25-G. On the footing of aforesaid pleadings, the workmen claimed the re-instatement with full backwages and continuity of service.

4. The Management has contested the claim of the workmen and filed the written Statement. Inter alia, pleadings certain preliminary objections of maintainability of the reference petition, on the ground that the workmen had not completed 240 days of their service and their case is not covered under the Provisions of the Act.

5. The case set up by the Management is that Parmod Kumar, workman has worked on purely temporary basis for a period of 89 days in the following manner.

From	To	No. of days
10-8-1978	9-10-1978	61 days.
17-10-1978	13-11-1978	28 days.
		89 days.

While Smt. Paramjit Kaur Bedi had worked as clerk-cum-Typist on purely on temporary basis for a period of 86 days in the following manner.

From	To	No. of days.
17-6-77	7-8-77	52 days
9-8-77	17-8-77	09 days
23-8-77	12-9-77	21 days
14-9-77	17-9-77	04 days.
		86 days.

6. According to the Management of recruitment of clerical staff for the bank, is made by the Regional Recruitment Boards which were constituted under the 'Group-wise' system of Recruitment. It was not within the purview of the Bank to direct the Recruitment Boards to call the temporary employees for specifically on the basis of their temporary service in the Bank. The posts were advertised by the Board (RRBs) in leading Newspapers from time to time and it was for these persons to apply in response of these advertisement. The case mentioned in para 6 of Statement of claims has no relevance with the case of the workman as the facts of two cases are entirely different.

7. In all it has been alleged that the cases of the workmen do not fall within the ambit of Section 25-B, 25 and 2(o) of the Act and petitioners are not entitled for any relief. It will not be out of place to mention here that the Management stoutly denied the other allegations of the workman. That being so, the Management prayed for the dismissal of the reference-petition.

8. Controverting the allegations of the Management in the written statement and reiterating their stands in the statements of claims, the workmen filed the rejoinders.

9. In order to substantiate their claim Smt. Paramjit Kaur Bedi workman appeared as her own witness as WW1 and has tendered into evidence her affidavit Ex. W1 while Parmod Kumar workman appeared as WW2 and has tendered into evidence his affidavit Ex. W2.

10. The management, in order to rebutt the evidence brought on record by the workmen, examined Ravi Nandan Sharma Head Cashier as MW1 who has tendered into evidence his affidavit Ex. M1 and has also examined Sh. B. R. Singla, Auditor as MW2 who has tendered into evidence his affidavit Ex. M2.

11. Having heard the representatives of the parties, having gone through the evidence on record and after considering the matter deeply, to my mind, the reference petition deserves to be declined.

12. As indicated earlier the case set up by the workman are that the work for which they were employed was of a permanent nature. The services of workmen had been terminated by the management in violation of the provision of the Act. While on the other hand, the case set by the Manager is that the workmen were employed as temporary clerk-cum-Typist, purely on temporary basis, for a specified period of 89 days. None of the workmen had completed more than 90 so they have no industrial rights. Ex. W1 is the affidavit Paramjit Kaur Bedi in which she was stated that she had worked from 17-6-77 to 17-9-77 as clerk-cum-typist in Sec. 35, Chandigarh branch of State Bank of Patiala. Similarly Ex. W2 is the Affidavit of Parmod Kumar, in which he has also stated that he has worked with the bank at Nawanshahar from 10-8-78 to 9-10-78 and 17-10-1978 to 13-11-1978.

13. It is clear from the affidavit of Ravi Nandan Sharma Ex. M1 that Parmod Kumar workman had worked only a period of 89 days. Similarly affidavit of B. R. Singla Ex. M2, prove that Paramjit Kaur Bedi worked for 86 days of her service. Even Paramjit Kaur Bedi, while appearing WW1 and Parmod Kumar while WW2 have categorically admitted that they have worked only for 86 days and 89 days respectively. Thus it would be seen that the bare perusal of evidence on record would go to show that none of the workmen had put in continuous service of more than 89 days.

14. Now, the short and significant questions, though important, arise for determination in these cases are, who workmen are entitled to any relief, as contemplated under chapter V-A of the Act. Section 25-F of the Act postulated that no workman employed in any industry, who has been in continuous service for not less than one year under an employer, shall be retrenched by that employer unless (a) the workman has been given one month's notice in writing, indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice, (b) the workman has been paid, at the time of retrenchment, compensation, which shall be equivalent to fifteen days average pay for every completed year of continuous service any part thereof in excess of six months, and (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by one appropriate Government by notification in the official gazettee.

15. Section 25-H of the Act provides that where any workmen are retrenched and the employer proposes to take into his employment any person, he shall, in such manner as may be prescribed, give an opportunity (to the retrench workmen, who are citizen of India, to offer themselves for re-employment, and such retrenched workmen) who offer themselves for re-employment shall have preference over other persons.

Chapter VA of the Act deals with the retrenchment of an employee.

Section 25-B lays down that a workman shall be said to be in continuous service for a period if he has for that period in uninterrupted service, including service which may be interrupted on account of sickness or authorised or an accident or a strike which is not illegal, or a lock out or a cessation of work which is not due to any fault on the part of the workman. Sub-clause (2) of that section says that where a workman is not in continuous service within the meaning of Clause (1) for a period of one year of six months he shall be deemed to be a continuous service under an employee for a

period of one year. If the workman during which calculation is to be made, has actually works under the employer for period of one year, if the workman during which calculation not less 240 days.

The retrenchment has been defined under section 2(o) of the Act to mean the termination by the employer of the service of a workman for any reason what-so-ever, otherwise than as a punishment inflicted by way of disciplinary action but does not include (bb) termination of service of workman as a non-renewal of contract between the employer the workman concerned.

Thus it would be seen that a combined reading of provisions mentioned above would go to show that retrenched persons are those persons, who put in 240 days of continuous service. Admittedly, as mentioned above, none of the workmen have completed more than 89 days, so, to my mind, they can not possibly be termed as retrenched so as to attract the benefits provided U/S 25-F, G&H of the Act.

The sole contention of the representative of the workmen that since the workmen were appointed by the management for specified period and their services were terminated without complying with the mandatory provisions of the Act, so they are entitled for re-instatement, is neither tenable nor the judgements relied upon by them in Hindustan Steel Ltd. Vs. State of Orissa & Others 1976 (33) FLR 257, Kurukshetra Co-op Bank Ltd. and State of Haryana & Others in CWP No. 112 of 1989, Rajbir Singh & Others Vs. State of Haryana, 1983 (1) S.L.R. 38 the Municipal Committee Gobindgarh Vs. The Presiding Officer, Labour Court, Patiala 1993 (3) S.L.R. 265 are applicable to the facts of the present cases. The crux of the proposition of law laid down in Hindustan Steel Ltd. Vs. State of Orissa & Others, Kurukshetra Co-op Bank Ltd. and State of Haryana & Others and Rajbir Singh and Others Vs. State of Haryana case (supra) is that, non-compliance of Section 25-F would entitle the employee to be re-instated in service with full backwages and in those cases, the workmen had already completed more than 240 days of continuous service, with notional breaks, which was held to be unfair labour practice. Possibly, no one can dispute about the proposition of law laid down in the aforesaid judgements. The same would not come to the rescue of the workmen, as they had not completed more than 89 days of service in the present case and their appointments were for a specified period. In the above mentioned judgements, it had not been disputed that the retrenched had already completed 240 days of their service. It is now well settled that, if a workman had not put in 240 days of service, they have no industrial rights under the Act, and can not, therefore, avail of the machinery under the Act, for the settlement of their dispute. The policy of the Act, draws a distinction between those, with service of 240 days and more, and other with less. It was not necessary for the management, in the present case, to comply with the provisions of the Act, before dispensing with the services of the petitioners, as claimed by them. Hon'ble Supreme Court of India has categorically observed in para 159 of a judgement in case of Gujarat Steel Tubes Ltd Etc. Vs. Gujarat Steel Mazdoor Sabha and Others AIR 1980 S. C. page 1896, that policy of the Act draws a distinction between those with service of 240 days and more and others with less. The workmen with a record of 240 days, on the roll, are a class, who have only rights under the Industrial law. Reliance in this regard can also be placed to a judgements. Karnal Central Co-op Banks Limited, Karnal Vs. the Presiding Officer Industrial Tribunal-cum-Labour Court, Rohtak & Others 1994 P.L.R. page 310, State Bank of India Vs. M. V. Raval 1981(1) S.L.R. page 831, The manager, State Bank of Indore, Kannur Vs. Presiding Officer, Industrial Tribunal (Central), Kannur and Others 1990 (SC) F.I.R. page 672 Indian Airlines and Sebastian 1991 (62) F.I.P. page 755 Raj Bahadur Vs. General Manager, Food Specialities Ltd. Moga and Others 1990(5) S.L.R. page 694 and CWP No. 13522 of 1991 Hari Kishan Saini Vs. Presiding Officer, Central Govt. Industrial Tribunal-cum-Labour Court, and others of Punjab and Haryana High Court decided on 4-3-1992.

Thus, it would be seen that, if the aforesaid provisions of the Act are put together and are analysed in relation to the law laid down in the aforesaid judgements, to my mind, conclusion is unescapable that workmen who had not completed 240 days of their service, had no industrial rights, which can be enforced by the Tribunal under the Act. Even the

Appropriate Government has not formed a correct opinion in sending the reference of those employees who have not completed 240 days in view of the D. B. Judgement of Hon'ble Punjab & Haryana High Court in Mehar Singh Vs. State of Haryana and Others 1994 (ii) LLJ page 250. Thus it would be seen that the contentions of the representative of the workmen are neither tenable nor the judgements cited by him would come to their rescue. On the other hand, the judgements in Central Co-op Bank Ltd. Karnal Vs. The Presiding Officer, State Bank of India Vs. M. Raval, The manager, State Bank of India Vs. Presiding Officer Industrial Tribunal (Central) Kanpur, Indian Airlines and Sebastian and Raj Bahadur Vs. General Manager, Food Specialities Ltd. Moga and CWP 13522/91 Hari Kishan Saini Vs. The Presiding Officer (Supra) are the complete answer to the problem in hand.

In the light of the aforesaid reasons, I can not keep observing, that the workmen can not possibly be termed as a retrenchees and are not entitled for any benefit under the Act. Consequently, there is no merit in the reference petition, and the same is declined. It is held that the action of the management of State Bank of Patiala in terminating the services of the workmen is justified and they are not entitled to any benefit under the provisions of the Act. The appropriate Government be informed, accordingly.

M. S. SULLAR, Presiding Officer

CHANDIGARH

Dated : 30-11-1994

नई दिल्ली, 1 फरवरी, 1995

का.आ. 548 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्माण में, केन्द्रीय सरकार यकी बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अन्वंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-1-95 को प्राप्त हुआ था।

[संख्या एल-12011/76/89-डी. 2(ए)/आईआर (बी 2)]

धी.के. शर्मा, डेस्क अधिकारी

New Delhi, the 1st February, 1995

S.O. 548.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workmen, which was received by the Central Government on 31-1-95.

[No. L-12011/76/89-D.I.I.A/IR(B-II)]

V. K. SHARMA, Desk Officer

#### ANNEXURE

BEFORE SHRI M. S. SULLAR, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

Case No. I.D. 74/90

Workmen Vs. UCO Bank

For the workmen : Shri M. L. Khosla

For the management : Shri P. Haldar

#### AWARD

Dated, the 30th December, 1994

In the wake of Industrial dispute raised by the Union U/S 10(1)(d) of the Industrial Disputes Act 1947, (hereinafter to be referred as the Act.), the Central Govt. vide No. L-12011/76/89-D.I.I (A) dated 1st June, 1990, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Asstt. General Manager UCO Bank Shimla in denying payment of Hill and Fuel Allowance to the Award staff at their Branch at Hamirpur is legal and justified. If not, to what relief the concerned workmen are entitled and from what date ?"

2. The case set up by the Union, in brief, in so far as relevant is, that there was a (Bipartite Settlement Memorandum of Settlement dated 22-11-1979, between the management of 4-B and 3C Class banks, as represented by Indian Banks Association and their workmen, as represented by All India Bank Employees Association and National Confederation of Banks Employees, according to which, the employees are entitled for Hill and Fuel Allowance at Hamirpur w.e.f. 16-8-1980, the date of inception of the Branch. It was alleged that Hill and Fuel allowance have to be paid to the employees posted at places specifically declared as Hill stations irrespective of their height. Hamirpur is very much a hill station and its employees are entitled for hill and fuel allowance. According to the Union, the management of UCO bank is declining the benefits. It was alleged that even the management of UCO Bank, has implemented the 5th Bipartite Settlement on the hill and fuel allowance from 1987 onwards. In all, it has been alleged, that the workmen are entitled, to hill and fuel allowance from August 1982 to 1987 according to, 3rd Bipartite Settlement. On the footing aforesaid pleadings, the union claimed hill and fuel allowance from August 1982 to 1987.

3. The management has contested the claim of the petitioners' (Union) and filed the written statement, inter-alia pleading that according to the, Bipartite Settlement, the Hill and Fuel allowance would be payable to the persons posted at places of a particular height between 1000 Mtrs to 3000 mtrs. It is alleged that Hamirpur is situated at a height of 820 mtrs. according to Survey of India, so the workmen are not entitled for any benefit. In all it has been alleged that the district Hamirpur is not a hill station, so claim of the workmen is not maintainable. It will not be out of place to mention here, that the management has stoutly denied the other allegations of the workmen. That being so, the management prayed for the dismissal of the reference.

4. The workmen, in order to substantiate their claim, examined their General Secretary Shri M. L. Khosla as WW1, who has tendered into evidence his affidavit Ex. W1. He has produced the certificate of Deputy Commissioner Ex. W2. The management got proved the letter Ex. M1.

The management in order to rebutt the evidence brought on record by the workman, examined V. P. Jindal Chief Officer as MW1, who has tendered in evidence his affidavit Ex. M2. He has also tendered into evidence letter dated 29-11-91, Ex. M3, letter dated 21-6-1991, Ex. M4 letter dated 15-6-1988, Ex. M5, letter dated 4-10-1988, Ex. M6 letter dated 7-9-1988, Ex. M7, letter Ex. M8, letter dated 22-3-1990, Ex. M9.

5. Having heard the rep. of the parties, having gone through the evidence on record and after best oval of thoughts, on the entire matter. To my mind, the reference petition deserves acceptance.

6. As indicated earlier, the facts of the case are neither intricate nor in dispute. According to the workman, they are entitled for hill and fuel allowance under para 18 of the 3rd Bipartite Settlement. On the other hand, according to the management, since Hamirpur district is not situated at a height of 1000 Mtrs, so, the workmen are not entitled to any benefit. It can not possibly be denied, rather, It admitted case of the parties, that a Memorandum of Settlement dated 22-11-1979

between the management of the Banks represented by Indian Banks Association and their workmen represented by All India Bank Employees Association and National Confederation of Bank employees, was entered into. Para 18 of the said settlement is as under :

In supersession of clause III(c) of the Settlement between IBA and AIBEA dated 8-11-1973, hill and fuel allowances will be combined and paid throughout the year as under ;

- |  |   |
|--|---|
| (i) Places situated at height of and over 1,500 metres.                                    | 10 per cent of pay<br>min. Rs. 35/-<br>max. Rs. 100/- |
| (ii) Places situated at a height :<br>of over 1,000 metres, but<br>less than 1,500 metres, | 8 per cent of pay<br>min. Rs. 30/-<br>max. Rs. 75/-   |

Provided, however, that if any employee is in receipt of these allowances over the stipulated maximum it shall be protected.

Notwithstanding the provision as aforesaid, hill and fuel allowances will be paid at Mercara Town and at places specifically declared as 'Hill Stations' by the Central/State Governments irrespective of their height at the rates specified in (ii) above. This provision will come into force on 1-9-1978.

The bare perusal of this para would go to show that Hill and Fuel allowance will be combined and paid through out the year to the employees posted at places situated at height of/and over 1500 Mtrs @ 10 per cent of pay minimum Rs. 35/- and maximum of Rs. 100/- (ii) places situated at a height of over 1000 mtrs but less than 1500 mtrs @ 8 per cent of pay minimum Rs. 30 and maximum Rs. 75/-.

The sole contention of the representative of the management that since Hamirpur is not situated at he height of over 1000 Mtrs, so the workmen are not entitled for hill and fuel allowance, is not only devoid of merit, but misplaced as well as 'strictu-sensu' deserved to be ignored for more than one reason, because proviso to para 18 of the 3rd Bipartite Settlement postulates that notwithstanding the provision as aforesaid, hill and fuel allowances will be paid at Mercara Town and at places specifically declared as 'Hill Stations' by the Central/State Governments irrespective of their heights at the rates specified in column (ii) above w.e.f. 1-9-1978.

Now the short and significant question, though important, arises for determination in this case is, whether, it stands proved on record that district Hamirpur has been specifically declared hill station or not. Besides, from the affidavit Ex. W1. proved by WW1, that Hamirpur is a Hill Station, the workmen have also produced the certificate Ex. W2, in which it has been clarified by Deputy Commissioner, that Hamirpur district falls in the definition of 'Hill Station' of hill region Kangra. Further more, Ex. M1 and Ex. M5 are the certificates produced by the management, the pare glance of which would reveal that the entire Himachal Pradesh (including Hamirpur) is hilly area and since Himachal Pradesh as a whole is a hilly area, Himachal Pradesh Govt. have allowed compensatory allowance throughout the Pradesh at different rates in different area. Thus, it would be, seen that bare perusal of evidence on record, would go to show that district Hamirpur has been declared as hilly area and hill station. If that is so, then, to my mind, the workmen are naturally entitled for hill and fuel allowance irrespective of the height of Hamirpur w.e.f. 1-9-1978 as contemplated in para 18 of the 3rd Bipartite Settlement mentioned above and this benefit can not possibly be denied to the workmen in the garb of circulars of the bank copies of which are Ex. M7 to Ex. M9.

There is another aspect of the matter, which can be viewed from another angle. According to the 5th Bipartite Settlement, the workmen are entitled to Hill and fuel allowance almost similar, as in 3rd Bipartite Settlement. The management, in para 4 of its affidavit Ex. M2, has specifically mentioned that the bank has already released the amount of hill and fuel allowance w.e.f. 1-11-1987 to the employee posted at Hamirpur branch, in terms of clause 15-B of 5th Bipartite Settlement, if that is so and the bank had already granted hill and fuel allowance to its employees of Hamirpur 304 GI/95—13

in similar situation then to my mind the bank is estopped from denying the same benefits to the employees of district Hamirpur, as contemplated in 3rd Bipartite Settlement, in the obtaining circumstances of the case. No cogent explanation in denying this benefits to the employees under 3rd Bipartite Settlement is forthcoming on behalf of the management.

Thus seen from any angle, it is held that the workmen are also entitled to the hill and fuel allowance from August 1982 to 1987 as claimed by them in the statement of claim.

In the light of aforesaid reasons, the reference petition is accepted, with cost of Rs. 500/-. The management is directed to pay the hill and fuel allowance from August 1982 to 1987 within one month from the publication of the award, failing which the workmen shall also be entitled to interest at the rate of 12 per cent per annum from the raising of the dispute till the realization of the amount. Appropriate Govt. be informed accordingly.

Chandigarh.  
30-12-1994  
Camp Shimla

M. S. SULLAR, Presiding Officer,

नई दिल्ली, 2 फरवरी, 1995

का.भा. 549.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन रेयर एरथ्स लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, झुनेश्वर में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था ।

[संख्या एल-29011/35/92-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 549.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-1995.

[No. L-29011/35/92-IR (Misc.)]

B. M. DAVID, Desk Officer

#### ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR  
PRESENT :

Shri P. K. Tripathy, M.A.L.L.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute Case No. 7 of 1994 (Central)  
Bhubaneswar, the 7th January, 1995

#### BETWEEN

The management of M/s. Indian Rare Earth Ltd.,  
(OSCOM), Chhatrapur, Dist. Ganjam, —First party  
management.

## AND

Their workmen represented through Rare Earth Employees Union (OSCOM) P.O. Matikhalo, Dist. Ganjam.  
—Second party workmen.

## APPEARANCES :

Sri S. K. Patra, Asst. Manager (Personnel)—For the first party-management.

Sri A. K. Choudhury, General Secretary of the Union—for the second party-workmen.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section 2-A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal vide their Order No. L-29011/35/92-IR (Misc.) dated 1-2-1994.

"Whether the action of the management of Indian Rare Earths Ltd. is justified in not granting E.L./A.L. to thirty seven employees as per as appended below ? If not what relief they are entitled to ?"

2. This case had been posted to 2-1-95 for filing statement of claims by the second party workman at Berhampur circuit. On that date the representatives of both the parties by filing a memo stated that the dispute under reference has already been resolved amicably between the parties before the Assistant Labour Commissioner (Central) Bhubaneswar. They have further stated that in view of the compromise, a no dispute Award may be passed. The terms of the compromise are read over and explained to both the parties to which they admitted to be true and correct. On perusal of the tripartite settlement, it appears that the dispute under reference has already been settled between the parties.

3. Hence, keeping in view the aforesaid submission of the parties and the settlement arrived at between them before the A.L.C. (Central) Bhubaneswar, a no dispute Award is passed in so far as the present reference is concerned.

Dictated and corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.प्र. 550.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रेयर एरथ्स लि. के प्रबन्धन के संबंध निम्नलिखितों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रस्तुत करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29011/37/92-आईआर (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

S.O. 550.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of India Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-1995.

[No. L-29011/37/92-IR (Misc.)]

B. M. DAVID, Desk Officer

## ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR,  
CAMP, AT BERHAMPUR

## PRESENT :

Sri P. K. Tripathy, M.A.L.L.B.,  
Presiding Officer, Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute Case No. 2 of 1994 (Central)

Dated, the 2nd January, 1995

## BETWEEN

The management of M/s. Indian Rare Earths Ltd.,  
Chhatrapur, Dist. Ganjam .. First party-  
management.

## AND

Their workmen represented through Rare Earths Employees' Union, P.O. Matikhalo, Dist. Ganjam..  
Second party-workmen.

## APPEARANCES :

Sri S. K. Patra, Asst. Manager (Personnel)—For the first party-management.

Sri A. K. Choudhury, General Secretary of the Union—  
For the second party-workmen.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29011/37/92-IR (Misc.) dated 4-1-1994 :—

"Whether the action of the management of Indian Rare Earths Ltd. is justified in not granting E.L./A.L. to the thirteen employees as per list as appended below ? If not, to what relief, they are entitled to ?"

1. Damodar Raju,
2. Jaya Pradhan,
3. H. B. Behera,
4. Bido Rana,
5. K. C. Pradhan,
6. Bisu Pradhan,
7. Harihar Behera,
8. Raghu Pradhan,
9. P. K. Choudhury,
10. P. C. Behera,
11. U. N. Behera,
12. R. C. Nayak and
13. Keralaya Sethi.

2. This case was posted to today for filing statement of claims by the second party-workmen. Representatives of both the parties by filing a joint petition alongwith a memorandum of settlement stated that the dispute under reference has already been settled between them in course of a conciliation proceeding arrived at before the Asst. Labour Commissioner (Central), Bhubaneswar. Under such circumstances, they have prayed to dispose of the case accordingly.

3. The settlement is recorded after the terms are being explained to the parties to which they admit to be true and correct. Perused the settlement. The dispute under reference is covered by the tripartite settlement. Hence, the settlement is recorded and accordingly a no dispute award is passed in so far as the present reference is concerned.

Dictated and corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.भा. 551.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रयर एर्थ्स लि. के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29012/7/92-आई.प्रार. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 551.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-1995.

[No. L-29012/7/92-IR (Misc.)]

B. M. DAVID, Desk Officer

## ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR  
CAMP AT BERHAMPUR

## PRESENT :

Sri P. K. Tripathy, M.A.L.L.B.,  
Presiding Officer, Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute Case No. 23 of 1993 (Central)

Dated, the 2nd January, 1995

## BETWEEN

The management of Indian Rare Earths Ltd., Chhatrapur, Ganjam. ..First party management.

## AND

Their workman represented through Rare Earths Employees' Union P.O. Mathikhalo, Dist. Ganjam ..  
Second party-workman.

## APPEARANCES :

Sri S. K. Patra, Asst. Manager (Personnel)—For the first party management.

Sri A. K. Choudhury, General Secretary of the Union—  
For the second party workman.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/7/92-IR (Misc.) dated 14-6-1993 :—

"Whether the action of the management is justified in withdrawing the advance increment already granted to Sri J. Datta, K. D. Operator at the time of appointment? If not, to what relief he is entitled to?"

2. This case was posted to today for recording settlement at Berhampur circuit. The representatives of both parties by filing a joint petition alongwith a memorandum of settlement stated that the dispute under reference has already been settled between them in course of a conciliation proceeding arrived at before the Asstt. Labour Commissioner (Central), Bhubaneswar. Under such circumstances, they have prayed to dispose of the case accordingly.

3. The settlement is recorded after the terms are being explained to the parties to which they admit to be true and correct. Perused the settlement. The dispute under reference is covered by the tripartite settlement. Hence, the settlement is recorded and accordingly, a no dispute award is passed in so far as the present reference is concerned.

Dictated and corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.भा. 552.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रयर एर्थ्स लि. के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29012/8/92-आई.प्रार. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 552.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-1995.

[No. L-29012/8/92-IR (Misc.)]

B. M. DAVID, Desk Officer

## ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR  
CAMP AT BERHAMPUR

## PRESENT :

Sri P. K. Tripathy, M.A.L.L.B.,  
Presiding Officer, Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute Case No. 22 of 1993 (Central)

Dated, the 2nd January, 1995

## BETWEEN

The management of M/s. Indian Rare Earths Ltd. P.O. Chhatrapur, Dist. Ganjam ..First party management.

## AND

Their workman represented through Rare Earth Employees' Union (OSCOM), P.O. Mathikhalo, Dist. Ganjam. ..Second party-workman.



## APPEARANCES :

Sri S. K. Patra, Asst. Manager (Personnel)—For the first party-management.

Sri A. K. Choudhury, General Secretary of the Union—for the second party-workman.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) of Sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29012/8/92-IR (Misc.) 7-6-93 :—

"Whether the action of the management is justified in withdrawing the advance increments already granted to Shri N. Behera at the time of appointment. If not, to what relief he is entitled to?"

2. This case was posted to today for hearing at Berhampur circuit. The representatives of both the parties by filing a joint petition alongwith a memorandum of settlement stated that the dispute under reference has already been settled between them in course of a conciliation proceeding arrived at before the Asst. Labour Commissioner (Central), Berhampur. Under such circumstances, they have prayed to dispose of the case accordingly.

3. The settlement is recorded after the terms are being explained to the parties to which they admit to be true and correct. Perused the settlement. The dispute under reference is covered by the tripartite settlement. Hence the settlement is recorded and accordingly a no dispute award is passed in so far as the present reference is concerned.

Dictated and corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.प्र. 553.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गांधीमर्दन बॉक्साइट प्रोजेक्ट के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-43012/28/87-डी-III(बी)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 553.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Gandhamardan Bauxite Project of M/s. BALCO and their workmen, which was received by the Central Government on 1-2-95.

[No. L-43012/28/87-D.II(B)]

B. M. DAVID, Desk Officer

## ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

## PRESENT :

Sri P. K. Tripathy, M.A., LL.B.,  
Presiding Officer, Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute case No. 1 of 1988 (Central)  
Dated, Bhubaneswar, the 26th December, 1994

## BETWEEN :

The management of Gandhamardan Bauxite Project of  
M/s. BALCO (Bharat Aluminium Company Ltd.)  
At/R.O. Paikmal, Dist : Sambalpur.  
First party-management.

## AND

Their workmen Sri Narahari Behera, represented through  
United Mines Mazdoor Union, Saktinagar, Rour-  
kela-12, Sundergarh, .. Second party-workman.

## APPEARANCES :

Sri B. N. Mohanty, Advocate—For the first party-management.

Sri S. Das & S. K. Samantray Advocates—For the second party-workman.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the 'Act') have referred the following dispute for adjudication by this Tribunal vide their Order No. L-43012/28/87-D.II(B) dated 8-12-87 :—

"Whether the action of the management of Gandhamardan Bauxite Project of M/s. Bharat Aluminium Company Ltd., At/P.O. Paikmal, Dist : Sambalpur in terminating the services of Sri Narahari Behera, Mazdoor with effect from 16-12-1985 is justified? If not, to what relief is the workman entitled?"

2. In connection with the aforesaid reference the workman has filed his statement of claims mentioning therein that being sponsored as a candidate to be engaged as a Mazdoor he was appointed against a substantive vacancy though temporarily with effect from 7-2-84 and he continuously worked till 16-12-82 when his service was terminated. In connection with the termination of his service, no misconduct was alleged against the workman, there was no domestic enquiry and no opportunity of hearing was granted to him. In that connection, also he was not served with a retrenchment notice and no retrenchment compensation was paid to him. The workman has further stated that when he was engaged the management was not following the norms for providing amenities to the workers as per the Labour Laws, hence he took the leadership in a lawful manner on behalf of the workers of his category and ventilated their grievance for minimum wage and other amenities. For that reason he was victimised and terminated from service. After doing away with his service the management engaged new hands. Thus, he has challenged the aforesaid order of termination and has prayed for reinstatement with back wages.

3. In its written statement the above described management has admitted that the workman was engaged on 7-2-84 but it has contended that the engagement was of a casual type and on daily wage basis and it was not for continuous period from 7-2-84 till the date of the alleged termination. On the other hand, the workman was engaged intermittently and the first spell of his engagement was from 7-2-84 to 31-3-84 and thereafter he was again engaged on 24-7-84. However, he was refused employment from 9-12-85. The management has further contended that there was public agitation in the locality against the mining



operation of the Bauxite Project and in that connection the clearance granted to it by the Government of India in their letter No. J-11815/6/82/EN-2 dated 28-2-82 was suspended vide their instruction contained in letter No. J-11015/6/82-EN-5 dated 1-6-85. Similarly, the State Prevention and Control of Pollution Board, Orissa which had given a 'No objection certificate' in their letter No. 1849/SPCPB/BBSR dated 2nd September '85 was withdrawn by that authority vide their letter No. 374 dated 19-2-87. Because of such withdrawal of permission by the concerned Statutory authorities coupled with the agitation of the local public, the mining operation of the Bauxite Project never functioned. However, in the meantime with the hope of getting the clearance from all concerned, the management had asked the Local Employment Exchange to sponsor the names of the Mazdoors and the name of the present workman had been sponsored along with others. Though that was so but the High Level Committee discussed the matter relating to granting appointment to the local inhabitants and in that connection the local S.D.O. (Revenue) was authorised to scrutinise and certify if a candidate is a local person and that decision was taken in a meeting in the chamber of the Chief Minister of Orissa. The name of the workman though sponsored by the local Employment Exchange but was objected to by the local S.D.O. (Revenue). Under such circumstance, the management could not have continued to give employment to the workman. Thus, because of the aforesaid reasons besides non-availability of any work, further engagement was refused to the workman with effect from 9-12-85. It has further stated that there was no question of any misconduct on the part of the workman, hence there was no domestic enquiry and as such, there was no necessity of giving a chance of hearing to the workman. The management has thus contended that the refusal of employment to the workman is legal and justified without even following the provision relating to retrenchment. The management has denied to the rest of the allegations made in the claim statement regarding victimisation which the workman has pleaded. It has further stated that the workman was being paid at the rate of Rs. 7.75 paise as his daily wage during the period of engagement and therefore, there was no question of violation of the principle relating to payment of minimum wages or the revision of the Labour Laws in that connection. It has also denied to the allegation that it has engaged other persons after termination of the service of the workman. The management has challenged the reference as bad in law on the ground that the same was referred without due application of mind as the claim of the second party is not an 'industrial dispute'. It has also challenged the maintainability of the reference on the ground that the mining activities did not operate and under such circumstance there should not have been a reference.

4. On the basis of the aforesaid pleadings of the parties, the following issues have been framed :—

#### Issues

1. Whether the termination of the second party-workman is justified ?
2. To what relief the workman is entitled ?
5. Though a specific issue relating to maintainability of the reference is not framed, but both the parties were conscious of their pleadings and accordingly they went on trial, hence the question of maintainability shall be considered on the basis of the pleadings and the evidence as available in the record.
6. To substantiate its case, the management has examined M.W. No. 1 Prabhunath Singh, Manager (Personnel) of M/s. BALCO at Korba and has relied upon the documents marked Exts. 1 to 4. The workman has examined himself as the solitary witness from his side and has tendered in evidence the documents marked Exts. A to D.
7. So far as the issue relating to the maintainability of the reference is concerned, at the risk of repetition it may be mentioned here that the management has challenged the maintainability of the reference and the industrial dispute case on two grounds, viz., (i) the claim of the work-

man is not an 'industrial dispute' and the same was referred by the Central Government without due application of mind; and (ii) since the mining operation did not start and there was no prospect of appointment, therefore, the reference should not have been made.

So far as the aforesaid first contention challenging the maintainability is concerned, the management has led no evidence. Even at the stage of argument no evidence was pressed into service in support of that plea in the written statement. It may be mentioned that at the stage of hearing argument the management did not press that point at all while challenging the maintainability of the reference and the proceeding. Nonetheless when such a contention is there in the written statement it may be mentioned in brief that when there has been an admission by the management regarding the engagement of the workman as a casual temporary worker and when the management has admitted about the category of the second party as a workman and also about the termination of his service/refusal of further engagement, thus, it is a case relating to an 'industrial dispute' as defined in Section 2(k) of the Act. In that connection, it is needless to mention, being the admitted position, that there existed relation of employer and employee between the management and the workman. Under such circumstance, even on merit also the aforesaid contention of the management regarding maintainability is non-sustainable.

Coming to the other contention challenging the maintainability, the management has contended that the mining operation never started. M.W. No. 1 in his evidence has stated that the mining operation of Bauxite Project never functioned and it was closed because of the agitation by the local people and because clearance certificate from the Environmental Protection Department of the Central Government could not be obtained. The workman has also in his evidence admitted that aspect of the case of the management regarding closure of the mining operation. But the evidence of M.W. No. 1 and W.W. No. 1 goes to show that such stoppage of mining operation and close down of the Project was after 1985 i.e. after termination of services of the workman. Therefore, a situation which arose after the cause in favour of the workman accrued, could not have been taken into consideration by for seeing the future and therefore, the Central Government can not be blamed for making the reference because by the time the reference was made there was no closure of the establishment. Under such circumstance, the contention of the management challenging the maintainability of the reference is not acceptable.

8. Only at the stage of argument the management has advanced a case that the Central Government was not competent to make the reference and therefore, the reference is bad in law. In that connection it has also relied upon the decision of the Hon'ble High Court in O.J.C. No. 5193 of 1991 (Gandhamardan Bauxite Mazdoor Sangha Vrs. M/s. BALCO & others) wherein their Lordships have been pleased to propound that the State Government is the competent authority to make the reference. In this connection, it may be stated that till the time of filing of the written argument the management never raised such a point challenging the maintainability of the reference and the workman was never confronted with that objection regarding maintainability of the reference. Therefore, such a belated plea taken only at the stage of filing the written argument is not acceptable. Though the plea was available to the management at the time of filing the written statement but it has not taken such a plea. Under such circumstance, as per the ratio propounded by the Hon'ble Supreme Court in the decision reported in A.I.R. 1979 S.C. Page-1652 (Shankar Chakravarti Vrs. Britannia Biscuit Co. Ltd. & another), a fact introduced in a case beyond the pleadings showed not be considered at all. Following that principle of the Hon'ble Supreme Court, it can be safely said that this belated plea of the management is not entertainable. Hence, the aforesaid two grounds raised challenging maintainability of the reference is not acceptable at this stage and accordingly, the contention of the management is rejected.

9. As it reveals from the pleadings of the parties, the management does not admit the contention of the workman

that he was engaged continuously from 7-2-84 till 16-12-85. In that connection, the workman in his evidence has specifically stated about his continuous engagement and his evidence has not been shattered in any manner though the management cross-examined the witness substantially. In addition to that the case of the workman finds ample corroboration from the documents such as Ext. A, the identity card issued by the Junior Engineer, Ext. A/1, the interview call letter and Ext. D, the experience certificate granted in favour of the workman by the Assistant Personnel Officer of the management besides Ext. C/3, the minutes of the conciliation proceeding in which the management has not disputed the contention of the workman regarding his continuous engagement from 7-2-84 to 16-12-85. Apart from that the document filed by the management i.e., Ext. 4 goes to show that the workman was working and the S.D.O. did not approve his appointment only in the month of April '85 on the ground that the workman does not belong to any area under Sambalpur district. Ext. 4 thus directly supports the stand of the workman that he had been engaged during 1984-85. On the other hand, the management has not come-forward with a single document to show or suggest that the workman had not been engaged continuously during the aforesaid period but he was given casual and sporadic employment and when the workman was available. Such a stand of the management has remained not proved. The plea of the management in the written statement suffers from ambiguity, in as much as, though it has stated that the first spell of engagement was from 7-2-84 to 31-3-84 but it has not stated as to what was the spell of engagement which commenced on 24-7-84. On the other hand, the management has contended that the workman was given engagement till 8-12-85 and thereafter he was refused employment on the grounds already noted in some preceding paragraphs. Thus, while considering the stand of the workman that he had been engaged continuously from 7-2-84 till 31-12-85, it is found that the workman has proved his case regarding such continuous engagement through his own evidence besides the above discussed documentary evidence. On the other hand, the management has not come-forward with a clear-cut fact in its written statement regarding the duration of engagement, if it was intermittently and what are the documents in support of that contention. Apart from that M.W. No. 1 has completely given a go-bye to the plea in the written statement and has stated that during 1984-85 the workman was engaged as a daily rated Mazdoor when there was necessity subject to his (workman's) availability and that the workman did not work for a continuous period of 240 days. He has further stated that even the workman did not work continuously for one week. To a Court's question M.W. No. 1 has stated that "I was managing the personnel department and the workman (second party) worked under me intermittently maximum for a period of seven days." The underlined portion of the quoted evidence thus goes to show that M.W. No. 1 has no regard to the oath which he had taken while deposing in the case. When admittedly the case of the management is regarding the engagement of the workman for much more than seven days and in each spell more than a week, the aforesaid evidence of M.W. No. 1 goes to show that he was bent upon to speak something whether true or false but it should be against the workman. Thus, the evidence of M.W. No. 1 does not inspire confidence. During the cross-examination, M.W. No. 1 has stated that he came to Paikmal on transfer around the month of June '86. He has thus, admitted he did not work at Paikmal during 1984-85, which was the period during which the workman worked under the management at Paikmal. Thus, in paragraph 17 of his evidence M.W. No. 1 has been constrained to admit that "regarding the engagement of the second party I do not have any personal knowledge because by February '84 I was not working as Paikmal and whatever I have deposed regarding the case of the second part-workman, such facts are based on my information derived from the official records." The underlining portion of the above quoted evidence will go to show that this witness had access to the official records relating to the service matters of the Mazdoors. Therefore, his evidence at a previous stage

(in the same deposition) that because of the local agitation the office is closed and he has no access to the official records is found to be a contradictory statement. Be that as it may, the evidence of M.W. No. 1 in cross-examination also goes to show that virtually he has no knowledge or information regarding the service particulars of the workman. In other words, M.W. No. 1 has absolutely no knowledge as to on which date and on what basis the workman was engaged and what was the terms of his employment and for what period he continuously worked etc. Besides the evidence of M.W. No. 1 the management has adduced no other oral evidence to challenge the evidence of the workman regarding his contention that he worked continuously from 7-2-84 to 16-12-85. Thus, the evidence leads to the situation that the workman proves his case through his oral evidence corroborated by the documentary evidence both produced from his side and from the side of the management whereas the management has virtually led no convincing evidence to disprove such fact asserted by the workman. This long-drawn discussion thus leads to the conclusion that the workman worked continuously from 7-2-84 to 16-12-85 when he was refused further engagement/employment.

10. During the course of hearing the management contended that the Asst. Personnel Manager was not competent to grant an experience certificate like Ext. D and therefore, that document does not prove anything in favour of the workman. This contention is found to be totally irrational and unacceptable. Granting of an experience certificate by the Asst. Personnel Manager was on the basis of the fact that the workman worked under him. Under such circumstance, it can not be said that the Asst. Personnel Manager had no authority to grant such a certificate. Whether he was competent or not that is besides the point, in as much as the certificate can otherwise be taken up for consideration for collateral purposes i.e., for the purpose to know as to whether the workman worked there during any particular period. The management does not challenge the genuineness of that certificate. The management does not say that Ext. D was granted on false facts. When no such allegation have been made by the management, Ext. D is accepted as a valid piece of evidence and that is taken into consideration to reach to the conclusion regarding the duration of period of engagement which has already been recorded in the preceding paragraphs.

11. The management has advanced two causes for the refusal of engagement/retraining of the workman. One of the causes is that the Project did not operate and the second cause is that as per the direction of the State Government and the workman being not a local person he could not have been given engagement. In that connection, the management has relied upon Ext. 1, the Environmental clearance certificate dated 20-8-82 and Ext. 2, the subsequent instruction vide letter dated 1-6-85. So far this aspect of the case is concerned, it may be noted here that in spite of receipt of the subsequent instruction (Ext. 2) the management continued with the practice of engaging the workman and others who were numbering 70 to 80 (as per the evidence of M.W. No. 1). The management has not come forward with any further document to show or suggest that the management closed down the Project by 16-12-85. On the other hand the evidence of M.W. No. 1 (in cross-examination) is that the Project was closed in 1989. Therefore, the first ground advanced for disengagement of the workman cannot be regarded as a sound ground. In that connection, the aforesaid contention of the management could have been found reasonable if the management would have come-forward with the positive evidence to show that on the basis of the instruction in Ext. 2 the mining operation came to a close and for that reason not only the workman but also other workers were disengaged in the month of December, 1985. If that would have been the case of the management then the workman had to reap the fate alongwith the entire mass of the workers belonging to his category. The management has neither pleaded such fact. Ext. 2 certainly did not make a direction to the management to refuse employment to the workman alone. Thus, on receipt of the instruction, Ext. 2 the management was not compelled to disengage the workman and therefore, such a plea advanced by the management is found to be a

So far as the second circumstance is concerned, the management has relied upon Exts. 3 and 4. Ext. 3 is the minutes of the proceeding dated 26-8-85 held in the conference room of the Chief Minister, Orissa regarding BALCO environmental management plan and problems. On a reading of the entire minutes it appears that the management was cast with heavy work relating to afforestation, construction of wall and other constructions to protect from land slidding and stone sliddings and to take up other projects. The aforesaid minutes in August 1985 thus goes to show that by December 1985 the management had many works at hand to be done in accordance with the aforesaid minutes. The aforesaid minutes further goes to show that the Committee stressed for giving employment to the local people with a view to get their support for carrying out the Project. In other words, not to get opposition from the local people. The minutes also goes to show that the Committee laid stress for giving employment to displaced persons and as per the point raised by the M.L.A., Padampur regarding the irregularities in employment, the Committee decided that the S.D.O.'s view shall be accepted as to whether a candidate is local or not and the alleged irregularities committee in the past in recruitment despite the S.D.O.'s protest would be rectified. Therefore, the minutes never suggested for termination of services of the persons who were legally recruited and engaged though they do not belong to Sambalpur. In that connection, the Committee did not object to the minutes in paragraph-7 under the heading "Other matters discussed during the meeting" which reads as follows :—

"Other matters discussed during the meeting.—1. The Chief Minister stressed that a development project in Orissa should employ mostly local people so that the good will of the people are always with the project for its successful implementation. The Chairman-cum-Managing Director, BALCO explained that 77 out of 112 people employed in this project as on date are from the local area. They would maintain this ratio and also provide employment to displaced persons."

In Ext. 4 it has been mentioned that the interview which was conducted on 28-3-85 for appointment of Mazdoors was containing the name of the present workman besides others and the S.D.O. objected to the same on the ground that they were not the local persons. In this connection, it may be noted here that according to the evidence of W.W. No. 1 though he was interviewed, selected and engaged from 7-2-84 but to regularise him he alongwith others were again interviewed in the month of March 1985. Thus, the interview in relation to which the observation Ext. 4 was made by the S.D.O. was relating to regularising the service of the workman. In Ext. 4 the S.D.O. has never stated that the engagement of the workman with effect from 7-2-84 was illegal. Perhaps, such a fact was not put-forth before the S.D.O. by mentioning before him that the workman and the other workers named in the list were continuing in job since more than a year by the date the interview was held to regularise their services. As it appears the matter was placed before the S.D.O. as if it was a case of fresh recruitment and that is why the S.D.O. objected to the same. The fact remains that there is nothing in record to show or suggest that the initial engagement of the workman was either illegal or done in an irregular manner. It is the admitted case of both the parties that in 1984 the workman was engaged being sponsored by the local Employment Exchange. Under such circumstance, the case of the workman while it was for regularising in service was not coming within the category of irregularity as pointed out in the minutes (Ext. 3). Thus, even if the minute is considered to be binding then also that could not have precluded continuance in service of the workman. Be that as it may, certainly the Committee (mentioned in Ext. 3) or the S.D.O. (Revenue) is not the employer of the workman. No Law or Standing Order has been placed before this Tribunal to show or suggest that the management is bound by a minute of the type of Ext. 3 to disengage the workers working under it. Apart from that, even if such an authority is vested with such Committee, then also it can not supersede the principle of natural justice and the Statutory Law which protects the right of the persons employed under the management. Giving any approach to the problem at hand and the facts involved, it clearly emerges that the management has banked upon Exts.

3 and 4 only to victimise the workman in this case. In that connection, the relevant evidence of M.W. No. 1 may be quoted as hereunder :—

(In paragraph-8)

"BALCO is bound by the direction of the Chief Minister of Orissa relating to selection of workers and their appointment. Even for the recruitment of Class-III employees of the Gandhamardan Bauxite Project, the Chief Minister of Orissa had given direction to recruit local people and for that BALCO was not bound to obey the direction of the Chief Minister of Orissa."

The aforesaid answer of M.W. No. 1, who is the Personnel Officer of the management is self-explanatory as to how discriminatory the management is to pursue its whims and caprices relating to selection of candidates and their appointment. It appears from the aforesaid evidence that when the management feels that a person should be removed from service, it takes shelter of documents like Exts. 3 and 4 and when it wants to give employment to persons contrary to the observation of the Committee, then it comes with a plea that the management is not bound by the direction of such Committee or of the Chief Minister. Such an appointment's stand by a public sector undertaking like BALCO, is not appreciable. So far as the present case is concerned, it is certainly condemnable.

12. Besides the aforesaid factual findings, if attention should be paid to the provisions in the Constitution of India, then the plea advanced by the management regarding discrimination in appointment on the ground of not being local candidate, is violative of the principle in Article -16 of the Constitution of India. In this connection, a reference is made and reliance is placed in the decision reported in A.I.R. 1993 S.C. page 1365 (Union of India and others etc. Vrs. Sanjay Pant and another).

Thus, it is found that the stand of the management is not sustainable either factually or legally in relation to the grounds on which they support the refusal of employment to the workman.

13. The management has categorically stated that the workman was given engagement upto 8-12-85. It appears from Ext. D that experience certificate was granted to the workman from 7th February, 1984 to 8th December, 1985. Nonetheless from the very beginning i.e., from the stage of raising the industrial dispute the workman has advanced the contention that he was refused employment from 16-12-85. In that connection, at the stage of conciliation the management did not dispute about the aforesaid date of termination which is evident from Ext. C/3. For that reason the reference mentions 16-12-85 to be the date of termination of the workman. In his evidence the workman has said that though he worked till 16-12-85 but he was not given appointment from 9-12-85 to 16-12-85. That evidence of the workman has not been proved to be untrue though the workman was extensively cross-examined by the management. The aforesaid evidence of the workman also found credible and also accepted. Thus, the date of termination of the workman is 16-12-85 and not 8-12-85.

14. It is the case of the management that during the tenure of his service the workman never misconducted and therefore, there was no disciplinary proceeding against him preceding the termination/refusal of employment. It is the admitted case of both the parties that neither a retrenchment notice was served nor the workman was paid retrenchment compensation. Looking to the facts involved in the case and the provision of law in Section 2(oo) read with section 25-F of the Act, it leaves no room for doubt that so far as the refusal of employment to the workman is concerned, it is a case of retrenchment and in that connection, the management has not followed the mandatory provisions of law relating to a case of retrenchment, in as much as, neither retrenchment notice was given nor retrenchment compensation was paid in accordance with law. Hence, the termination of service of the workman with effect from 16-12-85 is both illegal and unjustified.

15. Coming to the question of relief, it appears that the workman has admitted in his evidence that the mining operation and the Project has come to a close since 1989. Nonetheless, the BALCO has different units and different offices in other provinces. The certified Standing Order of M/s. BALCO under which Gandhamardan Bauxite was a project provides for transfer and appointment in any other Project under the same management. In that connection, a reference is made to Clause-16 of the Certified Standing Orders. However, it depends upon vacancy of a job to give engagement to the workman in such project. Therefore, while considering the question of relief, it is found that since the workman was illegally retrenched from service, therefore, he is entitled to back wages for the entire period at the approved minimum wages as per the provisions of law in the State of Orissa from time to time until the provisions relating to retrenchment is regularised or in the alternative until the workman is provided with a job whether it is temporary or permanent.

16. Thus, the Award is passed to the effect that termination of service of the workman is an act of illegal retrenchment and it is not justified and for that the workman is entitled to back wages for the entire period from the date of retrenchment till the date the matter relating to retrenchment is lawfully regularised or until he is provided with a service in any other project of M/s. BALCO whether temporary or permanent, as the case may be. Just to avoid any misinterpretation it is repeated again to say that the workman is entitled for the back wages from 16-12-85 till the date of publication of this Award and besides that in the aforesaid manner until the retrenchment is regularised for he is provided with a job.

Dictated and corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.आ. 554.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुन्दरगढ़ साईनिंग लेबर कोन्ट्रैक्ट को-ऑपरेटिव सोसाईटी के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-94 को प्राप्त हुआ था।

[संख्या एल-29011/8/90-आईआर (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 554.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sundergarh Mining Labour Contract Co.op. Society Ltd. and their workmen, which was received by the Central Government on 1-2-95.

[No. L-29011/8/90-IR(Misc.)]

B. M. DAVID, Desk Officer

## ANNEXURE

### INDUSTRIAL TRIBUNAL, ORISSA BHUBANESWAR

#### PRESENT :

Sri P. K. Tripathy, M.A. LL.B.,  
Presiding Officer, Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute Case No. 1 of 1990 (Central)

Bhubaneswar, the 30th December, 1994

#### BETWEEN :

The management of Sundergarh Mining Labour Contract Co-operative Society Ltd.

Contractor at Purunapani Limestone & Dolomite Quarry of Rourkela Steel Plant, SAIL, At P.O. Purunapani, Dist : Sundergarh.  
..First Party-management.

#### AND

Their workmen Sri Jagannath Singh & Trilochan Mahanandia, represented through North Orissa Workers' Union,  
At : Orampada, Uditnagar, Rourkela, P.O. Rourkela, Dist : Sundergarh.  
..Second party-workmen.

#### APPEARANCES :

Sri S. K. Pandey, Secretary—For the first party management.

Sri B. S. Pati, General Secretary of the Union—For the second party workman.

#### AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the 'Act') have referred the following dispute for adjudication by this Tribunal vide their Order No. L-29011/8/90-IR (Misc.) dated 22-5-90 :—

“Whether the action of the management of Sundergarh Mining Labour Contract Co-operative Society Ltd., Contractor at PLDQ of SAIL in not regularising the services of Sri Jagannath Singh and Sri Trilochan Mahanandia as Heavy Vehicle Drivers and not paying them the prevailing rates of wages as applicable to Heavy Vehicle Drivers is justified? If not, what relief are the workmen entitled to?”

2. The case advanced by the second party-workmen is that they are the employees under the management. Since July, 1982 both the workmen were working as Heavy Vehicle Drivers as per the verbal direction of the Secretary and discharging their duties but they were not paid wage at the rate it should be paid to the Heavy Vehicle Drivers and they were paid as time rated workers. Whenever the workmen approached the Secretary for regularisation of their services, the Secretary though assured but did not fulfil the demand of the workmen. Hence, they took-up the matter through their union. At that stage the management denied the status of drivers to the workmen. Even at the stage of conciliation before the Asst. Labour Commissioner (Central), the management denied to the fact that the workmen are the drivers with a view to avoid regularisation of service and payment of proper remuneration to the workmen. They have therefore, prayed to pass an award to regularise them as Heavy Vehicle Drivers with effect from 1-7-82 and to pay them the scale of pay of Heavy Vehicle Drivers with effect from 1-7-82.

3. In its written statement, insubstance, the management has contended that the management purchased two trucks, one each in the month of May and June, 1982. Both the workmen applied for the post of Khalasi/Helpers in the said Heavy Vehicles and accordingly they were appointed as Helpers as per the order dated 26-7-82 and paid the wages as applicable to time-rated workers. Sri Birsa Kerketa and Kiron Shoy were the drivers of the Heavy Vehicles. Kiron Shoy faced a disciplinary proceeding and thereafter his service was terminated in the year 1986. Hence, Sri Trilochan Mahanandia (one of the workmen) having a heavy vehicle driving licence, was allowed to drive the vehicle with effect from 13-1-86 till appointment of a driver in the month of September 1989. During that period besides his entitlement Sri Mahanandia was paid extra remuneration of Rs. 100 per month which was subsequently revised and paid at the rate of Rs. 150 per month. The total emoluments which he received was more than that of a regular driver. With effect from 25-4-90 Trilochan Mahanandia has been appointed as a driver on a salary of Rs. 800 per month is being paid to the other truck drivers. The management has denied to the rest of the allegations mentioned in the claim statement and has prayed to reject the contention of the workmen.

4. On the basis of the aforesaid pleadings, the following issues have been framed:—

#### ISSUES

1. If the action of the management of Sundergarh Mining Labour Contract Co-operative Society Ltd., Contractor at PLDO

of SAIL in not regularising the services of Sri Jagannath Singh and Sri Trilochan Mahanandia as Heavy Vehicle Drivers and not paying them the prevailing rates of wages as applicable to Heavy Vehicle Drivers is justified?

2. If not, to what relief are the concerned workmen entitled?

5. To substantiate their case, both the workmen have been examined themselves as witnesses. Out of them, Trilochan Mahanandia is workmen's witness No. 1 and Jagannath Singh is workmen's witness No. 2. The workmen have relied upon the experience certificate, Ext. 1 relating to Trilochan Mahanandia and gate pass, Ext. 2 relating to Jagannath Singh. The management has adduced the evidence of M.W. No. 1 Sri S. K. Pandey, who is the Secretary of the management.

6. Keeping in view the dispute under reference and the pleadings of the parties it is to be found out whether the workmen ever worked under the management as Heavy Vehicle Drivers and if yes, then for which period.

7. The case of Trilochan Mahanandia—To prove the contention of the workmen that Trilochan Mahanandia was a Heavy Vehicle Driver from July '82 they have relied upon the evidence of W.W. No. 1 Trilochan Mahanandia, in as much as, W.W. No. 2 has not stated anything relating to Trilochan Mahanandia. Though in his evidence W.W. No. 1 has said that he was engaged as a Heavy Vehicle Driver from July '82, yet the experience certificate, Ext. 1 which has been produced by him goes to show that he was working as a driver in the truck of the Society since the year 1985 and the certificate (Ext. 1) was granted on 18-11-88. The workman has not produced any document or any other evidence to show or suggest that he was working as a Heavy Vehicle Driver from July '82 M.W. No. 1, the Secretary of the Society (management) has stated in his evidence that in 1982 two heavy vehicles were purchased by the Society and before that there was no heavy vehicle at all. Two drivers, namely, Birsa Kerketa and Kiron Shoy were employed as drivers in the said two heavy vehicles and the present workmen were engaged as Helpers. When Kiron Shoy was removed from service in 1986, Trilochan Mahanandia was engaged as a driver and till now he is continuing and his service has been regularised. This evidence of M.W. No. 1 has remained unshaken. Thus, keeping in view the fact that the society has two dumpers and Kiron Shoy was one to work as a driver in the vacancy of Kiron Shoy Trilochan Mahanandia was authorised to drive the vehicle in regular manner, it is held that the workman Trilochan Mahanandia was not working as a

regular driver from July '82 but he was allowed to work as a driver in the vacancy of Kiron Shoy from January '86.

8. The case of Jagannath Singh :—To substantiate the case in favour of this workman, the workmen have relied upon the evidence of W.Ws. 1 and 2 besides Ext. 2. W.W. No. 1 in his evidence has stated that "in 1982 July 1 was taken as a driver of the heavy vehicle. Prior to me Jagannath Singh was working as a heavy vehicle driver under the Society." In that connection, the evidence of W.W. No. 2 is that "since 1-7-82 I was engaged as a truck driver. I was driving heavy vehicles like truck, dumper and Tipper of the society. The evidence of W.W. No. 1 when it relates to Jagannath Singh, is found to be not true, inasmuch as, like W.W. No. 1, W.W. No. 2 also claims to be engaged as a driver only in the month of July '82. The workman have not filed any document to show that infact in 1982 or at any period thereafter Jagannath Singh was engaged as a Heavy Vehicle driver, Ext. 2 only goes to show that on 04-1-89 the workman Jagannath Singh was ordered to drive the vehicle in place of the workman Trilochan Mahanandia because of the inability of the later. This document alone does not prove that workman Jagannath Singh was regularly engaged as a driver. In that connection, the evidence of M.W. No. 1 is also clear and specific, in as much as, according to him there were only two heavy vehicles under the management and Birsa Kerketa is one of the drivers and Kiron Shoy was the other driver and after dismissal from service of Kiron Shoy, Trilochan Mahanandia (the other workman) has been engaged as the driver. The workmen have not been able to shattered this portion of evidence of M.W. No. 1. If the management has no other heavy vehicle then the question of engaging the workman Jagannath Singh as a driver on regular basis is found to be a not believable story. Be that as it may, the evidence in record goes to show that there was no necessity for the management to regularly engage Jagannath Singh as a heavy vehicle driver either with effect from July '82 or for any continuous period subsequent to July '82. In that respect the workman has also signally failed to prove his case through any convincing evidence

9. The afoersaid discussion thus leads to the conclusion that while Trilochan Mahanandia has been engaged as a driver from January '86. Jagannath Singh was never engaged as a regular driver under the management. Hence, the question of adequacy or inadequacy of payment of wage to Jagannath Singh as a heavy vehicle driver does not fall for consideration at all. So far as it relates to Trilochan Mahanandia, though in his evidence the workman has said that he is getting Rs. 800 towards the monthly remuneration but he has stated nothing as to what was the amount

he was getting in 1986 i.e., the period when he was appointed as a heavy vehicle driver. In that connection, M.W. No. 1 has said that in 1986 a dumper driver was being paid Rs. 600 towards the monthly salary and the workman was getting Rs. 100 as extra allowance which was more than the wage of a dumper driver. Neither party has relied upon the acquittance roll. In that connection, the management has not produced the relevant records and registers relating to the sale of pay and the wage paid to the workman Trilochan Mahanandia. At the same time the workman also did not make any attempt to call for such documents so as to justify his stand. Under such circumstance, no specific finding can be recorded as to whether such wage was paid adequately or inadequately. The admitted fact remains that since January '86 Trilochan Mahanandia worked as a driver for certain period and now he has been regularised. Therefore the workman and the management are to find out from the official record of the management as to what was the scale prescribed by it for a heavy vehicle driver during the relevant period when Trilochan Mahanandia worked as a driver and what amount was paid to him from month to month. In the event there has been less payment to the workman then the differential amount be paid to him after amicably working out the amount and such calculation be made and differential amount, if any, be paid within a period of three months from the date of publication of the Award.

10. Hence, the reference is disposed of and the Award is passed that workman Trilochan Mahanandia worked as a heavy vehicle driver during the aforesaid period and he is entitled to the wage of a driver during the aforesaid period of his employment as a heavy vehicle driver and in that connection, the parties are to workout the payment made and to find out the differential amount, if any, to be paid to the workman and to pay the same within a period of three months from the date of publication of the Award. In the event of failure, the workman is to realise the same with 12% interest by approaching the appropriate forum prescribed by the law. So far as it relates to workman Jagannath Singh, he was not engaged as a driver on regular basis. Therefore, he is not entitled to any relief.

Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

## AWARD

का.ग्रा. 555—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राईबोगा लाईम स्टोन एण्ड डोलोमाईट माईन्स के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29011/6/91-आई.आर. (विवाद)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

SE.O. 555.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Raiboga Limestone & Dolomite Mines and their workmen, which was received by the Central Government on 1-2-95.

[No. L-29011/6/91-IR(Misc.)]

B. M. DAVID, Desk Officer

## ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

## PRESENT :

Shri P. K. Tripathy, M.A.L.L.B.,  
Presiding Officer, Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute case No. 25 of 1991 (Central)

Dated, Bhubaneswar, the 16th January, 1995

## BETWEEN

The management of M/s. Raiboga Limestone  
& Dolomite Mines of Kalinga Cement  
Ltd., at Raiboga, P.O. Biramitrapur,  
Dist : Sundergarh.

..First party—management.

## AND

Their workman Nicholas Tete represented  
through Sundergarh Mining Workers  
Union, Rourkela-12, Dist : Sundergarh.

..Second party—workman.

## APPEARANCES :

Shri S. K. Nayak, Asst. Executive—For the  
first party-management.

None—For the second party-workman.

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their order No. L-29011/6/91-IR(Misc.) dated 21-6-91 :—

“Whether the action of the management of Raiboga Limestone & Dolomite Mines of Kalinga Cement Ltd. Raiboga, P.O. Biramitrapur, Dist. Sundergarh in refusing employment to Nicholas Tete, Blaster w.e.f. 5-11-89 is lawful and justified? If not, to what relief the workman is entitled to?”

2. Today being the date of hearing, the workman is absent on repeated court's calls. He has also taken no steps. The representative of the management who is present today declines to adduce any evidence. When there is no evidence adduce from either side, it is difficult to answer the reference in either way. Under such circumstance, this Tribunal has no other option than to pass a no dispute award in the case and accordingly, a no dispute Award is passed in so far as the present reference is concerned.

Dictated &amp; corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली 2 फरवरी, 1995

का.ग्रा. 556—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुन्दरगढ़ माईनिंग लेबर कन्ट्रैक्ट को-ऑपरेटिव सोसाईटी के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29012/32/88-डी. III (बी)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 556.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sundergarh Mining Labour Contract Co-op. Society and their workmen, which was received by the Central Government on 1-2-1995.

[No. L-29012/32/88-D.III(B)]

B. M. DAVID, Desk Officer



# ANNEXURE

## INDUSTRIAL TRIBUNAL : ORISSA BHUBANESWAR

### PRESENT :

Shri P. K. Tripathy, M.A. LL.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 34 OF  
1988 (Central)

Dated, the Bhubaneswar the 26th December, 1994

### BETWEEN :

The management of Sundergarh Mining Labour Contract Co-operative Society Ltd., Contractor at Purunapani Limestone & Dolomite Quarry of M/s. Steel Authority of India Ltd.. P.O. Purunapani, Dist : Sundergarh.

.. First party  
management.

(And)

Their workman Sri Kiran Shoy, represented through North Orissa Workers' Union, P.O. Rourkela-12, Dist : Sundergarh.

.. Second party-  
workman.

### APPEARANCES :

Sri S. K. Pandey, Secretary—For the first party  
management.

Sri B. S. Pati, General  
Secretary of the Union.

—For the second party  
workman.

### AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the 'Act') have referred the following dispute for adjudication vide their order No. L-29012/32/88-D.III(B) dated 8-9-1988:—

“Whether the action of the management of Sundergarh Mining Labour Contract Co-operative Society Ltd. (Contractor of Purunapani Limestone & Dolomite Quarry of SAIL) in terminating the

services of Sri Kiran Shoy, Dumper Driver w.e.f. 24-9-85 is justified? If not, what relief is the said workman entitled to.”

2. The second party-workman while working as a Dumper Driver under the first party management was charge sheeted on 18-11-85 on the allegation of dishonesty, causing loss to the Society and misconduct coupled with indiscipline and disobedience of lawful orders on 9-9-85, 12-10-85 and 14-10-85. Accordingly, he was charge sheeted and a domestic enquiry was conducted. The enquiry officer found all the charges established against the delinquent and the Board of Directors of the management accepted that report and issued a show-cause notice and thereafter on consideration of the matter on merit passed the order of dismissal against the workman. The workman being not satisfied with the aforesaid order of the management, raised the present dispute. The Asst. Labour Commissioner (Central), Rourkela took-up the matter for conciliation and when there was no settlement, he submitted the failure report and basing upon that the above quoted reference was forwarded for adjudication.

3. In his claim statement the workman has pleaded his innocence to the charges levelled. Besides that he has contended that the domestic enquiry was conducted without affording proper opportunity to the workman to defend his case and apart from that the observations of the enquiry officer relating to the gravity of the charges and the proposed punishment were not at all properly considered and the workman was not heard before imposing the punishment. Thus the workman has challenged the order of termination as illegal and arbitrary and has prayed for reinstatement in service with full back wages.

4. In its written statement the management has reiterated its contention regarding the alleged misconduct covered by the charge sheet and has contended that the workman was given full opportunity to defend his case. According to the management, since the proved misconducts were grievous and serious, therefore, the Board of Directors were free to take the decision relating to termination of services of the second party-workman even if the enquiry officer had suggested otherwise. In a nutshell, the management has advanced the pleadings supporting its order in terminating the services of the workman.

5. On the basis of the aforesaid pleadings, the following issues were framed:—

### ISSUES

1. If the enquiry conducted against the second party-workman with regard to misconduct was fair and proper?



2. If the charges against the workman for which he had been dismissed from service have been established in the domestic enquiry?
3. If the punishment of dismissal inflicted on the workman is highly disproportionate to the misconduct allegedly proved against him?
4. To what relief, if any, the workman is entitled?

6. At the instance of the management the abovenoted issue No. 1 was taken-up for consideration as a preliminary issue. At that stage the management examined three witnesses and tendered in evidence documents such as charge sheet (Ext. 1), enquiry report dated 2-5-86 (Ext. 2), second show-cause notice (Ext. 3) and the show-cause furnished (Ext. 4). At that stage the workman examined himself and also tendered in evidence the copy of his removal order dated 26-7-86 (Ext. A). The Issue No. 1 was decided and disposed of vide order No. 40 dated 30-6-94 in which this Tribunal recorded the finding that the principle of natural justice was violated and the workman was not afforded with proper and adequate opportunity to defend in the domestic enquiry and as such, the domestic enquiry was not fair and proper. While recording such finding on Issue No. 1, the management was called upon to adduce evidence on merit of the charges.

7. While hearing the dispute relating to the merit of the charges the management has declined to adduce any further evidence. At that stage the workman further examined himself. Thus, the justifiability of the termination order from service of the workman is to be considered from the available evidence in record.

8. So far as Issue No. 2 is concerned, that relates to proof of the charges alleged against the workman vide the charge-sheet, Ext. 1. M. W. Nos. 1 to 3 (examined at the stage of hearing on the preliminary issue) do not prove any of the allegations against the workman. Similarly, from the exhibited documents from the side of the management the guilt of the workman is not proved. In that connection, it may be mentioned that Ext. 1. the charge sheet or for that matter the enquiry report (Ext. 2) ipso facto do not prove any of the charges relating to disobedience of orders, dishonesty etc., the charges. Similarly, the other exhibited documents from the side of the management do not prove the allegations against the workman. On the other hand, the workman in his further evidence dated 8-12-94 has categorically stated that he did not commit any misconduct as alleged against him. For this purpose repetition of

that evidence in this Award is not necessary because the deposition is a part and parcel of the record. Thus, the case is at a stage where the management has not proved the alleged misconducts covered by the charge sheet, Ext. 1. In the absence of proof and when there is no admission from the side of the workman it has to be held that the charges are not proved. Accordingly, the Issue No. 2 is decided against the management.

9. Since the finding in Issue No. 2 as aforesaid, is against the management and since the misconducts have not been proved against the workman, therefore, the punishment of dismissal from service inflicted against the workman is not sustainable. Thus, while considering Issue No. 3 justifiability of the quantum of punishment is no more required to be gone into save and except mentioning in the aforesaid manner that the workman is not liable to be punished because the management has failed to substantiate the charges. Under such circumstance, while considering Issue No. 4 regarding the relief, it is found that since the allegations of misconduct are not proved and the order of dismissal is not sustainable, under such circumstance the workman is entitled to reinstatement in service with back wages althroughout.

10. Accordingly, the Award is passed to the effect that the termination of service of the workman (Kiron Shoy) with effect from 24-9-85 is not justified and he is entitled to reinstatement in service with back wages for the entire period.

(Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.आ. 557—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रेयर एरथ्स लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29011/21/93-आई.आर. (विधि)]

बी.एम. डबिड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 557.—In pursuance of Secaon 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal Bhubaneswar as shown in the Annexure. in the industrial dispute between

the employers in relation to the management of M/s. Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-1995.

[No. L-29011/21/93-IR Misc.]]

B. M. DAVID, Desk Officer

#### ANNEXURE

#### INDUSTRIAL TRIBUNAL : ORISSA : BHUBANESWAR

#### PRESENT :

Sri P. K. Tripathy, M.A.L.L.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa. Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE NO. 29 OF 1994 (CENTRAL)

Dated, the Bhubaneswar 9th January, 1995.

#### BETWEEN :

The management of M/s Indian Rare Earth  
Ltd. (OSCOM), Chhatrapur, Dist :  
Ganjam.

First party-  
management

#### AND

Their workmen represented through Rare  
Earth Employees Union (OSCOM)  
P.O. Matikhalo, Dist : Ganjam.

Second party—workmen

#### APPEARANCES :

Sri S. K. Patra, —For the first  
Asst. Manager party-management.  
(Personnel)

Sri A. K. Choudhury, —For the second  
General Secretary of the party—workmen.  
Union.

#### AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal vide their Order No. L-29011/21/93-IR(Misc.) dated 28-7-1994.

“Whether the action of the management of Indian Rare Earths Ltd., is justified in not paying equal wages as that of regular employee to the casual labourers namely Shri Laxman Behera and 24

others as per list from the date of their appointment. If not to what relief they are entitled?”

2. This case had been posted to 2-1-95 for filing statement of claims by the second party workmen at Berhampur circuit. On that date the representatives of both the parties by filing a memo stated that the dispute under reference has already been resolved amicably between the parties before the Assistant Labour Commissioner (Central) Bhubaneswar. They have further stated that in view of the compromise, a no dispute Award may be passed. The terms of the compromise are read-over and explained to both the parties to which they admitted to be true and correct. On perusal of the tripartite settlement, it appears that the dispute under reference has already been settled between the parties.

3. Hence, keeping in view the aforesaid submission of the parties and the settlement arrived at between them before the A.L.C. (C) Bhubaneswar, a no dispute Award is passed in so far as the present reference is concerned.

Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.प्र. 558 ;—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रैयर एर्थ्स लि. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29011/1/93-आई.आर. (विविध)]

बी.एम. डविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 558.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Bhubaneswar as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-95.

No. L-29011/1/93-IR(Misc)

B. M. DAVID, Desk Officer

## ANNEXURE

## INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

## PRESENT :

Shri P. K. Tripathy, M.A. LL.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute Case No. 5 of 1994 (Central)

Dated, Bhubaneswar the 7th January, 1995

## BETWEEN

The management of M/s. Indian Rare Earth  
Ltd. (OSCOM), Chhatrapur, District :  
Ganjam.

.. First party—management

## AND

Their workmen represented through Rare  
Earth Employees Union (OSCOM) P.O.  
Matikhalo, District : Ganjam.

.. Second party—workmen.

## APPEARANCES :

Sri S.K. Patra, Asst. Manager—For the first  
party—management  
(Personnel)

Sri A. K. Choudhury. General Secretary of  
the Union.

—For the second party workmen.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal vice their Order No. L-29011/1/93-IR(Misc.) Dt. 20-1-94.

“Whether action of the management of Indian Rare Earths Ltd., is justified in not granting Earned Leave/Annual Leave to twelve employees as per list appended below ? If not what relief they are entitled to ?”

2. This case had been posted to 2-1-95 for filing statement of claims by the second party workmen at Behrampur circuit. On that date the representatives of both the parties by filing a memo stated that the dispute under reference has already been resolved amicably between the parties

before the Assistant Labour Commissioner (Central) Bhubaneswar. They have further stated that in view of the compromise, a no dispute award may be passed. The terms of the compromise are read over and explained to both the parties to which they admitted to be true and correct. On perusal of the tripartite settlement it appears that the dispute under reference has already been settled between the parties.

3. Hence, keeping in view the aforesaid submission of the parties and the settlement arrived at between them before the A.L.C.(C) Bhubaneswar, a no dispute Award is passed in so far as the present reference is concerned.

Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.घा. 559 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रेयर अर्थ्स लि. के प्रबन्धसंबंध के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29011/8/93-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

S.O. 559.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-1995.

[No. L-29011/8/93-IR (Misc)]

B. M. DAVID, Desk Officer

## ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA :  
BHUBANESWAR

## PRESENT :

Shri P. K. Tripathy, M.A. LL.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO 23 OF  
1994 (CENTRAL)

Dated, Bhuganeswar the 9th January, 1995

BETWEEN :

The management of M/s Indian Rare Earth Ltd. (OSCOM), Chhatrapur, Distt : Ganjam.

.. First party management.

AND

Their workmen represented through Rare Earth Employees Union (OSCOM) P. O. Matikhalo, Dist : Ganjam.

.. Second party—workmen.

APPEARANCES :

Sri S. K. Patra, Asst. Manager.—For the first (Personnel) party-management.

Sri A. K. Choudhury, General Secretary of the Union.

—For the second party—workmen.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section-2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal vide their Order No. L-2901/8/93-IR(Misc) dated 10-5-94.

“Whether the action of the management of Indian Rare Earths Ltd., is justified in not granting E.L./A.L. to twelve employees as per list as appended below? If not what relief they are entitled to?”.

2. This case had been posted to 2-1-1995 for filing statement of claims by the second party workman at Barhampur circuit. On that date the representatives of both the parties by filing a memo stated that the dispute under reference has already been resolved amicably between the parties before the Assistant Labour Commissioner (Central) Bhubaneswar. They have further stated that in view of the compromise, a no dispute Award may be passed. The terms of the compromise are read-over and explained to both the parties to which they admitted to be true and correct. On perusal of the tripartite settlement, it appears that the dispute under reference has already been settled between the parties.

3. Hence, keeping in view the aforesaid submission of the parties and the settlement arrived at between them before the A.L.C. (Central) Bhubaneswar, a no dispute Award is passed in so far as the present reference is concerned Dictated & corrected by me:

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.आ. 560:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन रेयर अर्थ्स लि. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29011/34/92-आईआर. (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 560.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-1995.

[No. L-29011/34/92-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA :  
BHUBANESWAR

PRESENT :

Shri P. K. Tripathy, M.A. LL.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa. Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 4 OF  
1994 (CENTRAL)

Dated, Bhubaneswar the 7th January, 1995

BETWEEN :

The management of M/s Indian Rare Earth Ltd. (OSCOM), Chhatrapur, Distt : Ganjam.

First party management.

AND

Their workmen represented through Rare Earth Employees Union (OSCOM) P. O. Matikhalo, Dist : Ganjam.

Second party—workmen.

## APPEARANCES :

Sri S. K. Patra, Asst. Manager.—For the first  
(Personnel) party-management.

Sri A. K. Choudhury,  
General Secretary of the  
Union.

—For the second  
party workmen.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section-2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal vide their Order No. L-29011/34/92-IR (Misc) dt. 20-1-94.

“Whether the action of the management of Indian Rare Earths Ltd., is justified in paying less wages to canteen workers in comparisons to wages paid to casual workers for the year from 1984 to 1988 ? If not to what relief they are entitled to ?”

2. This case had been posted to 2-1-95 for filing statement of claims by the second party workman at Barhampur circuit. On that date the representatives of both the parties by filing a memo stated that the dispute under reference has already been resolved amicably between the parties before the Assistant Labour Commissioner (Central) Bhubaneswar. They have further stated that in view of the compromise, a no dispute Award may be passed. The terms of the compromise are read-over and explained to both the parties to which they admitted to be true and correct. On perusal of the tripartite settlement, it appears that the dispute under reference has already been settled between the parties.

3. Hence, keeping in view of the aforesaid submission of the parties and the settlement arrived at between them before the A.L.C. (Central) Bhubaneswar, a no dispute Award is passed so far as the present reference is concerned.

Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.आ. 561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रियर अर्थ्स लि. के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29012/8/93-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 561.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-1995.

[No. L-29012/8/93-IR(Misc)]

B. M. DAVID, Desk Officer

## ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA :  
BHUBANESWAR

## PRESENT :

Shri P. K. Tripathy, M.A. LL.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa. Bhubaneswar.

INDUSTIAL DISPUTE CASE NO. 24 OF  
1994 (CENTRAL)

Dated, Bhubaneswar the 7th January, 1995

## BETWEEN :

The management of M/s Indian Rare Earth  
Ltd. (OSCOM), Chhartpur, Distt:  
Ganjam.

.. First party  
management.

## AND

Their workmen represented through  
Rare Earth Employees Union (OSCOM)  
P. O. Matikhalo, Dist : Ganjam.

.. Second party workmen.

## APPEARANCES :

Sri S. K. Patra, Asst. Manager.—For the first  
(Personnel) party-management.

Sri A. K. Choudhury,  
General Secretary of the  
Union.

—For the second  
party workmen.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section-2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following

dispute for adjudication by this Tribunal vide their Order No. L-29012/34/8/93-IR (Misc) dated 10-5-1994

Indian Rare Earths Ltd., is justified in not granting Earned Leave/Annual leave to 8 employees as per list as appended below? If not to what relief they are entitled to?"

"Whether the action of the management of

No.	Name	Code No.	Date of appointment	Date of Regularisation
1.	Shri S.N. Satpathy	SG. 2060	20-3-91	1-1-82
2.	Shri M. Bisoyi	SG. 2064	19-6-81	1-7-82
3.	Shri A. Rana	S.G. 2051	13-12-80	1-1-82
4.	Shri U. Naik	S.G. 2056	15-12-80	1-1-82
5.	Shri R. Behera	S.G. 2057	16-12-80	1-1-82
6.	Shri N. Nayak	S.G. 2059	6-2-81	1-1-82
7.	Shri Iswar Sethi	S.G. 2061	23-3-81	1-1-82
8.	Shri T. Nayak	S.G. 2048	11-12-80	1-1-82

2. This case had been posted to 2-1-95 for filing statement of claims by the second party workman at Burhampur circuit. On that date the representatives of both the parties by filing a memo stated that the dispute under reference has already been resolved amicably between the parties before the Assistant Labour Commissioner (Central), Bhubaneswar. They have further stated that in view of the compromise, a no dispute Award may be passed. The terms of the compromise are read-over and explained to both the parties to which they admitted to be true and correct. On perusal of the tripartite settlement, it appears that the dispute under reference has already been settled between the parties.

3. Hence, keeping in view of the aforesaid submission of the parties and the settlement arrived at between them before the A.L.C. (Central) Bhubaneswar, a no dispute Award is passed so far as the present reference is concerned.

Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली 2 फरवरी, 1995

का.आ. 562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रेयर अर्थ्स लि. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29011/4/93-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 562.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-95.

[No. L-29011/4/93-IR (Misc)]

B. M. DAVID, Desk Officer

#### ANNEXURE

INDUSTRIAL TRIBUNAL : ORRISA : BHUBANESWAR :

PRESENT :

Shri P. K. Tripathy, M.A. LL.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute case no. 25 of 1994 (Central)  
Dated, Bhubaneswar the 9th January, 1995

BETWEEN :

The Management of M/s. Indian Rare Earths Ltd., (OSCOM), Chhatrapur, Distt : Ganjam.

... First party-management

AND

Their workman represented through Rare Earths Employees Union (OSCOM)  
P.O. Matikhalo. Dist : Ganjam.

... Second party workmen

## APPEARANCES :

Sri S. K. Patra, Asstt. Manager--For the first  
(Personnel) party management  
Sri A.K. Choudury, —For the second  
General Secretary of the party workmen  
Union.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal vide their Order No. L-29011/4/93-IR(Misc. dt. 10-5-94.

“Whether the action of the management of Indian Rare Earths Ltd., is justified in not granting Earned Leave/Annual Leave to 12 employees as per list as appended below ? If not to what relief they are entitled ?”

2. This case had been posted to 2-1-95 for filing statement of claims by the second party workman at Berhampur circuit. On that date the representative of both the parties by filing a memo stated that the dispute under reference has already been resolved amicably between the parties before the Assistant Labour Commissioner (Central), Bhubaneswar. They have further stated that in view of the compromise, a no dispute Award may be passed. The terms of the compromise are read over and explained to both the parties to which they admitted to be true and correct. On pursual of the tripartite settlement, it appears that the dispute under reference has already been settled between the parties.

3. Hence, keeping in view the aforesaid submission of the parties and the settlement arrived at between them before the A.L.C. (C) Bhubaneswar, a no dispute Award is passed in so far as the present reference is concerned.

Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.ग्रा. 563.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रयर एर्थ्स लि. के प्रबन्धन के संबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29011/31/93-आई.आर. (विधि)]

बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 563.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-95.

[No. L-29011/31/93-IR(Misc.)]

B. M. DAVID, Desk Officer

## ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA : BHUBANESWAR :

## PRESENT :

Shri P. K. Tripathy, M.A.L.L.B,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute case no. 26 of 1944 (Central)

Dated, Bhubaneswar the 9th January, 1995

## BETWEEN :

The Management of M/s. Indian Rare  
Earths Ltd. (OSCOM), Chhatrapur,  
Dist : Ganjam.

... First party-management

## AND

Their workman represented through Rare  
Earths Employees Union (OSCOM) P.O.  
Matikhalo, Dist : Ganjam.

... Second party workmen

## APPEARANCES :

Sri S. K. Patra, Asstt. Manager—For the first  
(Personnel) party management

Sri A.K. Choudury, — For the second  
General Secretary of the party workmen  
Union.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal vide their Order No. L-29011/31/93-IR(Misc.) dt. 10-5-94.

“Whether the action of the management of Indian Rare Earths Ltd., is justified in not granting Earned Leave/Annual Leave to 6 employees as per list as appended below ? If not what relief they are entitled to,”

2. This case had been posted to 2-1-95 for filing statement of claims by the second party workmen at Berhampur circuit. On that date the representatives of both the parties by filing a memo-stated that the dispute under reference has already been resolved amicably between the parties before the Assistant Labour Commissioner (Central) Bhubaneswar. They have further stated that in view of the compromise, a no dispute Award may be passed. The terms of the compromise are read over and explained to both the parties to which they admitted to be true and correct. On persual of the tripartite settlement, it appears that the dispute under reference has already been settled between the parties.

3. Hence, keeping in view the aforesaid submission of the parties and the settlement arrived at between them before the A.L.C. (C) Bhubaneswar, a no dispute Award is passed in so far as the present reference is concerned.

Dictated & concerned by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का.आ. 561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रेयर एर्थ्स लि. के प्रबन्धन के संबंध निषेधों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संज्ञा एन-29012/28/93-आई. आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 564.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-95.

[No. L-29011/28/93-IR(Misc.)]

B. M. DAVID, Desk Officer

## ANNEXURE

### INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

PRESENT :

Shri P. K. Tripathy, M.A. LL.B., Presiding Officer,

Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute case No. 28 of 1994 (Central)

Dated, Bhubaneswar the 9th January, 1995

BETWEEN :

The management of M/s. Indian Rare Earths Ltd., (OSCOM) Chairman, Dist : Ganjam. First party management.

AND

Their workmen represented through Rare Earth Employees Union (OSCOM) P.O. Matikhalo, Dist : Ganjam.  
.. Second party workmen.

APPEARANCES :

Sri S. K. Patra, Asst. Manager, (Personnel).  
—For the first party management.

Sri A. K. Choudhury, General Secretary of the Union.  
—For the second party workmen.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal vide their Order No. L-29012/28/93-IR(Misc.) dt. 29-7-94.

“Whether the action of the management of Indian Rare Earths Ltd. is justified in not granting Earned Leave/Annual Leave to 17 un-skilled workers as per list as appended below, If not to what relief they are entitled to ?”

2. This case had been posted to 2-1-95 for filing statement of claims by the second party workmen at Berhampur circuit. On that date the representatives of both the parties by filing a memo stated that the dispute under reference has already been resolved amicably between the parties before the Assistant Labour Commissioner (Central) Bhubaneswar. They have further stated that in view of the compromise, a no dispute Award may be passed. The terms of the compromise are read over and explained to both the parties to which they admitted to be true and correct. On



perusal of the tripartite settlement, it appears that the dispute under reference has already been settled between the parties.

3. Hence, keeping in view the aforesaid submission of the parties and the settlement arrived at between them before the A.L.C. (C) Bhubaneswar, a no dispute Award is passed in so far as the present reference is concerned.

Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

का. आ. 565 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रैयर एर्थ्स लि. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29011/31/92-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 565.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-95.

[No. L-29011/31/92-IR(Misc.)]

B. M. DAVID, Desk Officer

#### ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR, CAMP AT BERAHAMPUR

PRESENT :

Sri P. K. Tripathy, M.A., LL.B.,  
Presiding Officer, Industrial Tribunal,  
Orissa, Bhubaneswar.

Industrial Dispute Case No. 8 of 1944 (Central)

Dated, the 2nd January, 1995

BETWEEN :

The management of M/s. Indian Rare Earths  
Ltd., Chhatrapur, Ganjam.

.. First-party-management.

AND

Their workmen represented through  
Rare Earth Employees' Union,  
P.O. Matikhalo, Dist : Ganjam.

.. Second party-workmen.

#### APPEARANCES:

Sri S. K. Patra, Asstt. Manager (Personnel)  
— For the first party management.

Sri A. K. Choudhury, General Secretary of  
the Union.

—For the second party workman.

#### AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following dispute for adjudication vide their Order No. L-29011/31/92-IR(Misc.) dated the 1st February, '94 :—

“Whether the action of the management of Indian Rare Earths Ltd. is justified in not granting Annual leave/Earned leave to the 27 employees as per list. If not to what relief they are entitled?”

2. This case was posted to today for recording settlement at Berhampur circuit. The representatives of both the parties by filing a joint petition alongwith a memorandum of settlement stated that the dispute under reference has already been settled between them in course of a conciliation proceeding arrived at before the Asst. Labour Commissioner (Central), Bhubaneswar. Under such circumstance, they have prayed to dispose of the case accordingly.

3. The terms of the settlement is read over and explained to the parties to which they admit to be true and correct. Perused the settlement. The dispute under reference is covered by the tripartite settlement. Hence, the settlement is recorded and accordingly a no dispute award is passed in so far as the present reference is concerned.

Dictated & corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 2 फरवरी, 1995

## AWARD

का. आ. 566 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रेयर एर्थ्स लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 1-2-95 को प्राप्त हुआ था।

[संख्या एल-29011/32/93-आई आर (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd February, 1995

S.O. 566.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 1-2-95.

[No. L-29011/32/93-IR(Misc)]

B. M. DAVID, Desk Officer

## ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA,  
BHUBANESWAR

## PRESENT :

Shri P. K. Tripathy, M.A.L.L.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar.  
Industrial Dispute Case No. 22 of 1994  
(Central).  
Dated Bhubaneswar the 7th January, 1995

## BETWEEN

The mangement of M/s. Indian Rare Earth  
Ltd. (OSCOM) Chhatrapur, Dist. :  
Ganjam.

.. First party-mangement.

## (AND)

Their workmen represented through Rare  
Earth Employees Union (OSCOM)  
P.O. Matikhalo, Dist : Ganjam.

.. Second party workmen

## APPEARANCES:

Sri S. K. Patra, Asst. Manager (Personnel)  
—For the first party-mangement.

Sri A. K. Choudhury, General Secretary of  
of the Union.—For the second party  
workmen.

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal vide their order No. L-29011/32/93-IR (Misc) dt. 10-5-94.

“Whether the action of the management of Indian Rare Earths Ltd., is justified in not regularising the services of S/Shri Bipra Nail Card No. 23, Mohan Ch. Das Card No. 83, and Laxman Behera (B) Card No. 46 and terminating their services is justified? If not to what relief they are entitled?”

2. This case had been posted to 2-1-95 for filing statement of claim by the second party workman at Barhampur Circuit. On that date the representatives of both the parties by filing a memo stated that the dispute under reference has already been resolved amicably between the parties before the Assistant Labour Commissioner (Central) Bhubaneswar. They have further stated that in view of the compromise, a no dispute Award may be passed. The terms of the compromise are readover and explained to both the parties to which they admitted to be true and correct. On perusal of the tripartite settlement, it appears that the dispute under reference has already been settled between the parties.

3. Hence, keeping in view the aforesaid submission of the parties and the settlement arrived at between them before the A.L.C. (Central) Bhubaneswar, a no dispute Award is passed in so far as the present reference is concerned.

Dictated &amp; corrected by me.

P. K. TRIPATHY, Presiding Officer

नई दिल्ली, 3 फरवरी, 1995

का.आ. 567 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आंध्रा देश के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण विशाखापत्तनम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-95 को प्राप्त हुआ था।

[संख्या एल-12012/397/90,आई.आर.वी. 2]

बी.के. शर्मा, डेस्क अधिकारी

New Delhi, the 3rd February, 1995

S.O. 567.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Visakhapatnam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank and their workmen, which was received by the Central Government on 3-2-95.

[No. L-12012/397/90-IR(B-II)]

V. K. SHARMA, Desk Officer

### ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL-  
CUM LABOUR COURT VISAKHAPATNAM  
PRESENT :

Sri K. V. S. Suryanarayana Murthy, B.L.,  
Chairman & Presiding Officer.

Thursday, the 17th day of November, 1994

I.T.I.D. No. 11/92 (Central)

### BETWEEN

The Joint Secretary,  
Andhra Bank Employees Union,  
Parvana Bhawan,  
Opp. Reddy Hostel,  
Hyderabad-500 001.

... Workman.

### AND

The General Manager (Staff),  
Andhra Bank,  
Central Office, Sultan Bazaar,  
Hyderabad-500195. ... Management

This dispute coming on for final hearing before me in presence of Sri M. Bhavanishankaram, advocate for workman and Sri C. N. V. D. Sastry, and Smt. Bharathi, advocates for management upon hearing the arguments of both sides the court passed the following:

### AWARD

(1) This I.D. is registered on a reference made by the government of India, Ministry of Labour in letter No. 12012/397/90-IRP II dated 18-3-91 Following is the reference:

"Whether the claim of Andhra Bank Employees Union that Shri Hari Gopal was an employee of Andhra Bank during the period he worked at the premises of Laxmi Oil Mills Pvt. Ltd., Yanam is justified? If so, whether the management of Andhra Bank is justified in not providing further employment to Shri Hari Gopal after expiry of the period of his

employment at the premises of Laxmi Oil Mills Pvt. Ltd. and what relief, if any, Shri Hari Gopal is entitled to?"

(2) The brief facts of the claim statement are as follows : The workman Hargopal, Ghurkha was appointed as a Godown Watchman for the Sub-Staff Cadre, at the premises of M/s. Laxmi Oil Mills (P) Ltd., Yanam in the year 1985 by the Regional Manager, Andhra Bank, Kakinada. He was appointed to Safe-guard the stocks of mill which were under pledge to Andhra Bank, so as to watch their security and guard against infiltration and against removal of Bank's property by the borrower or by their agents. The appointment of the workman as per godown watchman in the premises of the said Laxmi Oil Mills (P) Ltd. is to safe-guard interests of the bank and its property. The workman petitioner was working at the ground from the date of his appointment by the Regional Manager, Andhra Bank, Kakinada in the year 1985 till the date on which he was asked orally not to work. The petitioner had put in an unblemished service and discharged his duties to the best of his capacities and for the entire satisfaction of his superiors.

(3) He was appointed by the Regional Manager on 1-4-85 on a salary of Rs. 500 per month. Two security guards were posted by the Regional Manager, Andhra Bank, Kakinada at the premises of Laxmi Oil Mills, Yanam on salary of Rs. 500 each per month and the same is evidenced by the letter of Regional Manager, Andhra Bank, Kakinada in letter No. 66-77/11/3216 dated 10-9-87 to the Deputy General Manager, Zonal Office, Visakhapatnam. The letter No. 303/3/242 dated 14-3-87 of Sri K. Venkatappaiah, Sub-Manager, Andhra Bank, Kakinada Branch to the Regional Manager, Andhra Bank, Kakinada and the letter No. 303/1/314 dated 9-4-87 of Sri G. Nookaraju of Andhra Bank, Kakinada Branch to the Regional Manager, Regional Office, A. B., Kakinada also will reveal the same fact of posting the security guards at M/s. Laxmi Oil Mills, Yanam. The workman is a hard working and sincere in discharging his duties which is evident from the timely report, he made to the Manager, Andhra Bank, Kakinada Branch. Vide his report dated 3-5-88 and the letter No. 303/11/615 dated 4-5-88 of Sri G. Nookaraju, Manager, Andhra Bank, Kakinada to the R. M., Kakinada amply proves that the workman was the employee of A. B., Kakinada Branch. The Andhra Bank's Debit voucher issued on 2-4-88, by Kakinada Branch is mentioned in the account (filed in the suit against the mill) under which the workman was paid Rs. 500 towards his salary for the month of March, 1988, for his deployment at M/s. Laxmi Oil Mills, Ltd., Yanam by the Andhra Bank, Kakinada. The above correspondence and the debit voucher for Rs. 500 issued in favour of the workman amply and beyond any reasonable doubt,

establish the fact that the Petitioner is a workman under the respondent. The petitioner worked continuously from 1-4-85 to 18-5-88 continuously as stated earlier. The management of Andhra Bank disregarding all the relevant provisions of I.D. Act 1947 and the Bipartite Agreement dt. 19-10-66, removed the workman from service though he had put in 3 years of service continuously.

(4) Clause 9(d) clause 20 : 13 of the Bipartite settlement dated 19-10-66 reads that the temporary godown keepers and godown watchman, who are required to look after one or more godown, belonging generally to one party and whose salary and allowance are generally borne by the parties, who are owners of the goods, shall, if their work has been found satisfactory and if their services can be utilised to look after other godowns, in the same place or other places or in the clerical posts or any other sub-ordinate cadre post as the case may be on completion of "ONE YEAR'S SERVICE" for giving preference for absorption in the permanent service of the bank etc."

(5) While such were the provisions of the bipartite agreement, the management of Andhra Bank, rejected the genuine and legitimate claim of the workman in any post of Andhra Bank, vide the letter No. 666/20/A2/3011 dated 6-9-88 of Sri S. V. S. Sarma, Personnel Manager, Andhra Bank, Central Office, Hyderabad stating that it is not possible to absorb the workman in their bank's service as all the appointments in sub-staff cadre, are being considered only if they are sponsored through employment exchange. In this connection the above stipulation is a general nature and does not applicable in the present case of the workman as he was already an employee of the bank and had put in three years service continuously.

(6) The workman approached the Andhra Bank Employees Union (Regd.) in which he is a member to interfere in the matter and see justice is done to him. The joint secretary of the union vide his letter No. JS/215/89 addressed to the Asstt. Labour Commissioner (Central) Port area, Visakhapatnam explained all facts of the case and requested to intervene and convinced the management of Andhra Bank, regarding the responsibility and desirability of considering the case of Sri Hari Gopal, the workman, for immediate reinstatement in the Bank's service with back wages.

(7) The conciliation had failed and the matter is referred to this tribunal. Therefore this claim is filed to reinstate the petitioner into service with back wages and other benefits and for costs.

(8) The respondent filed a written statement mainly contending as follows. The allegations made in the claim statement are not true and correct. The respondent bank is a public sector undertaking and the appropriate Government in respect

of the respondent Bank is the Central Government. In terms of Sec. 7(a) of the I.D. Act, the appropriate government has to constitute Tribunal for adjudication of Central Disputes. The Industrial Tribunal Hyderabad is conferred with the power of adjudication of the dispute. This Hon'ble court is inherently lacking jurisdiction in entertaining the dispute of the bank. It is well settled principle of law that where courts/tribunals constituted are inherently lacking jurisdiction to adjudicate the dispute/suit and if any order/award is passed it is a nullity in the eye of the law. Without prejudice to the right of the respondent it is respectfully submitted that I.D. No. 11/92 as filed is not maintainable under law. There is no employee and employee relationship between the petitioner and the management. The union has no locus standi to raise the dispute. No provision of I.D. Act apply to this case.

(9) The petitioner was appointed as Godown Watchman by the Regional Manager is incorrect and denied. The bank provides terms loans and overdrafts to various companies to carry out their business and according to the terms and conditions of the loan agreements the stocks and goods kept in the godown are hypothecated to the bank. It is mandatory on the part of the borrower to ensure the safety of the goods. M/s. Laxmi Oil Mills Pvt. Ltd., Yanam hypothecated their goods to the respondent Bank and that have appointed Mr. Hara Gopal the petitioner Herein, as watch and ward staff to look after the godown. The salary of the petitioner is paid to the debit of the borrower's account monthly at the request of the borrower himself. The services rendered by the petitioner cannot be termed as service rendered by him to the respondent bank, it cannot be counted that he was in the Bank's service. He was engaged as sub-staff to look after the godowns of M/s. Laxmi Oil Mills (P) Ltd.

10. The letters written by the RM, Kakinada and the Branch Manager, Kakinada are read in the wrong perspective. The bank has no control over the working of the petitioner. The salary of the watchman in the instant case was paid on behalf of the borrower, M/s. Laxmi Oil Mills Pvt. Ltd. and the various terms and conditions relating to the appointment and the payment of salary etc., were an understanding between the petitioner and the borrower company. The petitioner worked for M/s. Laxmi Oil Mills and not for the respondent Bank. This claim is made for the purpose of claiming benefit. The case of respondent bank is that it has paid the salary to the petitioner and debited to the party's account, as advised by the party. It is not a case where the bank maintains the attendance of the petitioner nor the bank has at any time, taken disciplinary action against the petitioner.

11. The respondent bank is a nationalised bank and there is a regular recruitment procedure to be followed for the purpose of recruitment of sub-staff. Selection shall be made from among the candidates sponsored by the employment exchange.

12. In response to para-3(c) it is submitted that the mere fact that letters are addressed by Kakinada branch indicating the sincerity and commitment of Mr. Haragopal will not entail him of appointment in the bank. There is no right to claim appointment. The allegation that the A.B. debit vouchers issued on 2-4-88 by Kakinada branch in the suit filed account under which the workman was paid Rs. 500 towards the salary for the month of March, 1988 for his employment in M/s. Laxmi Oil Mills (P) Ltd. by A.B. will not be a ground to prove that he is an employee of the bank. He was paid a consolidated amount of Rs. 500 at the instance of the party and it cannot be termed as a salary paid by the Bank, since the account of the party was debited to the extent of the amount paid. The provisions of Bipartite quoted by the petitioner are not applicable. The claim is not maintainable.

13. The points for consideration are :

- (1) Whether the petitioner is a workman of the respondent management?
- (2) Whether this tribunal has jurisdiction to dispose of the matter?
- (3) To what relief?

14. Point No. 1 : The petitioner Mr. Haragopal examined himself as WW1. He deposed to the facts of the case as pleaded by him in the claim statement. He filed Exs. W1, W2 and W3. The main contention of the respondent is that it has never appointed the petitioner as watchman. Ex. W1 is the report submitted by the petitioner about the suspension of theft by break off the doors. It is addressed to the Andhra Bank, Manager. A letter was addressed by the manager, Andhra Bank, Manager, Kakinada on 4-5-88 wherein it is stated Kakinada in reference No. 303/11/615 to Regional that he is enclosing a copy of the report received from Mr. Haragopal, watchman at the mill premises M/s. Laxmi Oil Mills (P) Ltd., Yanam. It further shows that the Andhra Bank contacted the managing director of the company and intimated him the fact and that the Managing Director assured the Bank to look into the matter and arrange for proper repaid to the door and security of the articles therein. It is further stated that on receipt of the report from Haragopal there was a telephone talk to him by the branch with Mr. Sitarama Reddy Officer Manager, Regional Office, Ex. W3 is a receipt obtained by the Andhra Bank from the security guard deployed at Laxmi Oil Mills, Yanam and it is in respect of Rs. 500. Ex. W6 is a photo copy of the letter dated 14th March, 1987 addressed by

Venkatappayya sub-Manager to the Regional Manager, Regional Office, Kakinada with regard to the appointment of security guards. The said letter was addressed when one of the security guards, Mr. Dil Bahadur who was posted at the Laxmi Oil Mills resigned and it was filled-up by appointing Mr. Bheem Bahadur. Ex. W7 is another letter addressed by Mr. G. Nookaraju to Regional Manager stating that Bheem Bahadur who has been appointed and posted at Laxmi Oil Mills, Yanam since March, 14th 1987 has resigned from the service with effect from 1-4-87 giving a letter to that effect. Thus the contention pleaded in the written statement that no security guards are appointed by Andhra Bank at Laxmi Oil Mills is falsified.

15. MW1 Mr. G. Nookaraju in his evidence stated that he worked in Kakinada from June, 1985 to 1990. He stated that Andhra Bank, Kakinada Main Branch finance 80 lakh of rupees towards working capital for the Laxmi Oil Mills situated in Yanam. Since the company did not pay the amount due to bank, the bank filed a suit for one crore 10 lakhs against Laxmi Oil Mills represented by Dantu Surya Rao in 1987 or 1988 in the High Court of Pandicherry. He stated neither himself nor the bank appointed Haragopal, the petitioner as a watchman. He stated that on behalf of Laxmi Oil Mills the salary of the petitioner was paid by Andhra Bank, Kakinada Main Branch. The amount was debited towards the amount of Laxmi Oil Mills. When the court posed questions to him he stated that there is no written authorisation by Laxmi Oil Mills to debit the amount to the account of the Oil Mills. He further stated that he has no knowledge whether the Laxmi Oil Mills appointed Haragopal or not. He had no perfect knowledge. He admitted that the property was sealed and seized by the manager, Andhra Bank and the bank will be responsible for the same. He stated that he is not aware of any practice in existence to appointment security guards in the mills which were defunct and which were financed by Andhra Bank to secure the properties that were lying in the premises of such factory or godown. During his cross-examination he admitted that a sum of Rs. 500 was paid to each of the security guard per month. He admitted that there was no oral request or written request made by Laxmi Oil Mills to appoint a security guard to the premises of the Oil Mills or to pay Rs. 500 per month and debited the same to ex-account. Ex. W4 contained his signature. Original of Ex. W5 report was received by him from security guard Haragopal and on that basis only Ex. W4 was written by him. He admitted that Ex. W6 is the photo copy of the letter addressed by Mr. Venkatappayya to Sub-manager of Andhra Bank, Kakinada on 14 March 1987 to Regional Manager informing that one of the security guard Dil Bahadur was posted at the

premises of Laxmi Oil Mills, Yanam resigned on 28-2-87 and so Mr. Dheem Bahadur was appointed in the place of Dil Bahadur as per telephonic instructions of the Regional Manager. He admitted that he addressed Ex. W7 letter to Regional Manager informing that Bheem Bahadur has been posted to Laxmi Oil Mills Yanam from 14th March, 1987 and that he received with effect from 1-4-87 and there is no necessity to appoint another person in his place as a suit was filed in Pandieheri. From above admissions made by MW1 it is clearly established that the Andhra Bank appointed Hara gopal as one of the security guards and posted him at Laxmi Oil Mills Premises, Yanam to safe guard to the property and that he is paid monthly salary of Rs. 500 as pleaded by the petitioner. It is pleaded at page 3 of the claim statement para (f) that according to the bipartite agreement dated 8-1-83 and by-partite agreement dated 19-10-66 that temporary godown keepers and godown watchman who are required to look after one or more godown, belonging generally to one party and whose salary and allowances are generally borne by the parties, who are owners of the goods, shall, if their work has been found satisfactory and if their services can be utilised to look after order godowns, in the same place or other places or in the clerical posts or any other subordinate cadre post, as the case may be on completion of "ONE YEAR'S SERVICE" for giving preference for absorption in the permanent service of the bank etc."

16. In the said circumstances the petitioner is a workman of Andhra Bank and it is admitted fact that his services were terminated without notice or payment of compensation as contemplated under section 25F of the I.D. Act.

17. The learned counsel appearing for the respondent has relied upon the decision reported in 1992-II LLJ 841 between Dinesh Shivubh Parmar Vs. State of Gujarat & Others. The decision of the Supreme Court reported in 1994, 68 FLR 363. It is true that after the appointment if they are found irregular such appointment cannot be regularised by way of back door entry. But here is a case where godown watchman are appointed by Andhra Bank at godowns belonging generally to one party and his salaries are to be deducted to the accounts of the parties to safe-guard interests of the bank under the bipartite agreement stated above if there is one year completion of service the person must be given preference to post in that particular place or in any other place in any other subordinate cadre. In the said circumstances I am of the opinion that the Andhra Bank is not justified in providing employment to the petitioner at Laxmi Oil Mills or at any other place.

18. Point No. 2 : A similar question arose in the case of port and dock employees association of

Visakhapatnam and government of India represented by its Secretary, Ministry of Labour and two others in writ petition No. 12753/91.

19. In the above case the industrial tribunal cum labour court Visakhapatnam in ITID No. 6/90 (Central) dated 9-8-91 held that it has no jurisdiction on the same point which is now raised in this petition. Negativating the said contention His Lordship Sri Sivaraman Nair J. observed in Writ Petition No. 12753/91 as follows :

"Section 7-A constitutes Industrial Tribunal and Labour Courts and provides that a Tribunal shall consist of one person only to be appointed by an appropriate Government. Sec. 10 deals with reference of disputes to Boards, courts of Tribunals and provides that, if an appropriate government is of the opinion that any industrial dispute exists or is apprehended, it may at any time by order in writing refer a dispute to :

- (a) a Board for promoting a settlement thereof; or
- (b) refer any matter appearing to be connected with or relevant to the dispute to a court for inquiry; or
- (c) Refer the dispute or any matter appearing to be connected with or relevant to, the dispute, if it relates to any matter specified in the second schedule, to a labour court for adjudication; or
- (d) refer the dispute or any matter appearing to be connected with or relevant to, the dispute, whether it relates to any matter specified in the second schedule or the Third Schedule to a Tribunal for adjudication;

There are three provisos to Sec. 19(1). The third proviso was effect from 21-8-84 by Act, 46 of 1982.

That proviso reads as follows :

"Provided also that, where the dispute in relation to which the central government is the appropriate government, it shall be competent for that Government to refer the dispute to a labour court or an Industrial Tribunal, as the case may be, constituted by the State Government."

The third respondent has correctly understood the meaning of the duly amended proviso to authorise the Central Government to make reference to the labour court constituted by the State Government. He proceeds further to hold that the name of the Presiding Officer should have been mentioned

as, according to him, that is the requirement of Rule 5 of the Industrial Disputes Rule. That is in the following terms;

"5. Notification of appointment of Board, Court, Labour Court, Tribunal or National Tribunal. The appointment of a Board, Court, Labour Court, Tribunal or National Tribunal together with the names of persons constituting the board court, labour court, tribunal or national tribunal shall be notified in the official gazette."

The third respondent has understood the above proviso to mean that, whenever the Central Government makes a reference to a Labour Court or a Tribunal, it shall mention the name of the Presiding Officer in terms of Rule 5. The assumption which underlies the above finding is that the Central Government, while making a reference to the labour court, Industrial Tribunal constituted by the State, is on each such occasion, constituting a state tribunal into a central tribunal. If on the other hand, the reference is to a duly constituted tribunal, which has been notified with the name of the presiding officer as required by law by the State Government the reference to that Tribunal by the Central Government will be competent even in the absence of the name of the Presiding Officer. The third respondent hold that it has no jurisdiction to entertain the dispute or pass orders therein only because of the absence of the name of the Presiding Officer. It shall be the anxiety of every authority, Tribunal or court constituted under the Industrial Disputes Act, which is a welfare legislation, to effectuate the provisions thereof and the powers exercised thereunder. It shall not be the anxiety of such courts or authorities to refuse jurisdiction on the basis of procedural hassles or an assumption that there is conflict between the Act and the Rules. Even if there is any such conflict, it is elementary that the provisions of the Act will prevail over the provisions of the subordinate legislation.

It appears to me that it is not difficult to read rule 5 harmoniously with the provisions contained in third proviso to Section 10(1) of the Act, which I have extracted above. There shall necessarily be a difference between an appointment which is mentioned in Section 7-A and Rule 5 and a reference which is mentioned under sec. 10. Requirement of Rule 5 may be relevant only in the matter of appointment by notification of a Tribunal, Board, Labour Court or a National Tribunal. But each individual reference to that labour court or industrial tribunal or board which is duly constituted and notified with the name of the Presiding Officer need not necessarily be by naming the Presiding Officer over again. If the Central Government is required by law to constitute the State

Tribunal as a Central Tribunal over again, it may be possible to stage that there shall be notification of the Presiding Officer of the State Tribunal as the Central Industrial Tribunal as well. Once there is a duly constituted Labour Court or Tribunal reference by the Government of India to that Tribunal as was made in this case would be sufficient to counter jurisdiction on such Tribunal or Labour Court to entertain and decided the dispute.

In this view, the order of the third respondent in ITID No. 6/90 Central. dt. 9-8-91 is unsustainable and the same is set aside. The third respondent is directed to entertain the dispute and proceed to decide the matter as expeditiously as possible.

These observations will apply to any reference which the government of India would have made and in which the third respondent has refused to exercise jurisdiction."

20. Point No. 3 : From the above discussion it is made clear that Sri Hargopal was an employee of Andhra Bank during the period he worked at the premises of Laxmi Oil Mills (P) Ltd., Yanam and the petitioner is entitled for reinstatement in any suitable post of Andhra Bank with continuity of service and with back wages as claimed by him. The point is answered accordingly.

21. In the result an award is passed holding that the claim of the petitioner to reinstate him in any suitable post of Andhra Bank in the cadre of watchman or the equal post subordinate cadre with back wages is well founded and upheld that the management is not justified in not providing the job till now. In the circumstances no costs. The reference is answered accordingly.

Dictated to steno transcribed by her given under my hand and seal of the court this the 17th day of November, 1994.

K. V. S. SURYANARAYANA MURTHY,  
Presiding Officer

#### APPENDIX OF EVIDENCE IN I.T.I.D.

No. 11/92

#### WITNESSES EXAMINED

FOR WORKMAN :	FOR MANAGEMENT:
WW1 : Harigopal.	MW1 : G. Nookaraju,
	N. Vishwanandha Reddy.
	MW2 :

#### DOCUMENTS MARKED

##### FOR WORKMAN :

Ex. W1 : Xerox copy of report of workman  
(dt. 3-5-88).  
Ex. W2 : 4-5-88 : Letter addressed to RM  
(Xerox copy).

Ex. W3 : Xerox copy of Receipt for Rs. 500.

Ex. W4 : 4-5-88 : Xerox copy of Letter addressed to RM, KKD.

Ex. W5 : 3-5-88 : Xerox copy of letter to Manager, AB, KKd.

Ex. W6 : 14-3-87 : Xerox copy of letter to RM, AB, KKd.

Ex. W7 : 9-4-87 : Letter addressed to RM, AB, KKd.

उपस्थित :

श्री सो. पी. शर्मा, प्रार्थी की ओर से।

श्री बी. एन. गुप्ता, विपक्षी की ओर से।

दिनांक : 14-12-1994

पंचाट

#### FOR MANAGEMENT :

Ex. M1 : CC of in O.S. 142/87, before the Judge, Pondicherry.

नई दिल्ली, 3 फरवरी, 1995

का.आ. 568 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजपुरा दरीबा माईन्स के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, उदयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-95 को प्राप्त हुआ था।

[संख्या एल-29012/38/91-आई.आर. (विविध)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 3rd February, 1995

S.O. 568.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Udaipur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Raj-pura Dariba Mines and their workmen, which was received by the Central Government on 2-2-95.

[No. L-29012/38/91-IR(Misc)]

B. M. DAVID, Desk Officer

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

पीठासीन अधिकारी : श्री ओम प्रकाश गुप्ता,

आर.एच.जे.एस. प्रकरण संख्या

2 सन् 92

श्री प्रदीप सिरौया पिता श्री सरदार सिंह सिरौया वरिष्ठ सहायक स्टोर एवं श्रम विभाग कर्मचारी सं. 32168 राजपुरा

दरीबा माईन्स निवासी मकान नं. 270, रोड नम्बर 18, अशोक नगर, उदयपुर। —प्रार्थी

बनाम

प्रबंधक राजपुरा दरीबा माईन्स मैसर्स हिन्दुस्तान जिंक लिमिटेड दरीबा। —विपक्षी

अधिकरण द्वारा अपने दिनांक 5-12-94 को दिये गये आदेश से विस्तृत व्याख्या करते हुये डी.ई. को पूर्ण वैधानिक व नियमानुसार पाया है।

सजा के बिन्दु पर विद्वान अधिवक्ता प्रार्थी का कथन है कि 12 वर्ष की सेवा किये जाने के उपरान्त प्रार्थी को सेवामुक्त किया जाना न्यायोचित नहीं है। विद्वान अधिवक्ता विपक्षी का तर्क है कि जो कर्मचारी अनुशासन में नहीं रहता और अपने अधिकारियों के साथ मारपीट कर दुर्व्यवहार करता है और जिसको समय-समय पर चेतावनी दी जा चुकी है, उसके विरुद्ध ऐसे आरोप प्रमाणित होने पर सेवामुक्ति का आदेश उचित एवं वैधानिक माना जाना चाहिये।

मैंने दोनों पक्ष के तर्क सुनें मेरे द्वारा निकाले गये निष्कर्ष निम्न प्रकार है :—

प्रार्थी ने अपने तर्कों के समर्थन में विनिर्णय हिन्दुस्तान मशीनरी टूल्स लि., बंगलूर बनाम मोहम्मद उस्मान एवं अन्य (ii) एल. एल. जे. 1983 पेज 386, स्कूटर इंडिया लि. लखनऊ बनाम लेबर कोर्ट लखनऊ ए. आई. आर. 1989 सर्वोच्च न्यायालय पेज 149, डी.सी.एम. बनाम श्रीराम फर्टीलाईजर कर्मचारी यूनियन आर.एल.डब्ल्यू. 1988 (2) पृष्ठ 72, वेदप्रकाश गुप्ता बनाम मैसर्स डेवलप केबल इंडिया प्राइवेट लि. ए.आई.आर. 1984 सर्वोच्च न्यायालय 914 पेश की है।

अधिकरण के समक्ष घरेलू जांच की जाकर सेवामुक्ति को चुनींती दिये जाने के प्रकरण प्रायः आते रहते हैं और मेरे समक्ष इन विषय में कोई विवाद नहीं है कि हस्त धारा 11(ए) के तहत अधिकरण सेवा समाप्ति के आदेश को संशोधित करने में पूर्ण रूपेण समाप्त करने अथवा स्वीकार करने के लिये सक्षम है।

माननीय सर्वोच्च न्यायालय एवं विभिन्न उच्च न्यायालयों ने विधि व्याख्या इस प्रकार की है कि धंडादेश के आदेश को आरोपित आरोप की तुलना में एवं कर्मचारी द्वारा संस्थान में की गई पूर्ण समग्रकालीन सेवा की पृष्ठ भूमि में एवं अप्रत्याशित की जा सकने वाली परिस्थितियों को ध्यान में रखकर मूल्यांकन किया जाना चाहिये। प्रस्तुत प्रकरण में प्रार्थी को जो आरोप पत्र दिनांक 23-7-90 को दिया गया है उसमें



वरिष्ठ सहकर्मियों के साथ गाली-गलौज की भाषा का प्रयोग करना व उच्छृंखल व्यवहार करना तथा अपने वरिष्ठ अधिकारियों को धमकी देना अथवा आक्रमण करना तथा स्थाई आदेशों की अवहेलना करना है।

मैंने जांच अधिकारी द्वारा लिये गये साक्षीगण के बयानों एवं जिरह का गंभीरता से अवलोकन किया। केवलमात्र 7-7-90 एवं 23-7-90 की घटना के अलावा सामान्य रूप से प्रार्थी का आचरण ऐसा रहा हो जैसा कि आरोपों में बताया है, प्रकट नहीं होगा। यही नहीं 12 वर्ष की सेवा पूर्ण करने पर इस दौरान जो भी प्रार्थी की अमंतीपत्रद मेवाएं सिद्ध करने के लिये प्रलेख प्रस्तुत किये हैं वे या तो प्रार्थी से मांगे गये स्पष्टीकरण अथवा उसके द्वारा दी गई सलाह से संबंधित हैं केवल मात्र एक चेतावनी का पत्र है। विवेचन का अभिप्राय यह है कि 12 वर्ष की सेवा अवधि में प्रार्थी को किसी प्रकार का मार्शनर बंड भी पारित नहीं किया गया है। इसके विपरीत प्रार्थी को उसकी मेवाओं के लिये प्रशंसा पत्र दिया गया है जो प्रदर्श-3 है। सेवा कार्य में सहकर्मियों अथवा उच्च अधिकारियों से कभी-कभार मनमुटाव होना या उत्तेजनापूर्ण या आवेशपूर्ण क्षण आना स्वभाविक है। जहां तक 7-5-90 और 23-7-90 की घटना के आरोप सिद्ध माने जाने का संबंध है उसमें किसी हस्तक्षेप की आवश्यकता नहीं है परन्तु इसके लिये सेवा समाप्ति के दंड से दंडित करना प्रार्थी को आर्थिक मृत्यु का आदेश पारित करने के समान है। क्योंकि इस अवस्था में अब प्रार्थी का अन्यत्र सेवारत होना

बहुत मुश्किल है। साथ ही संस्थान में ऐसे व्यक्तियों की पुन-नियुक्ति भी बहुत कठिन हो जाती है। आरोपित आरोप में स्वयं प्रार्थी ने भी अपनी आई हुई चोटों का प्रमाणपत्र पेश किया है। यही नहीं घटना अवधि में वह मानसिक रूप से पीड़ित था और जनरल अस्पताल, उदयपुर में इलाज में भी रहा था। प्रार्थी ने स्टेटमेंट आफ क्लेम में अपने द्वारा दृश्यव्यवहार के बारे में क्षमायाचना भी की है। अतः सद्भाविक दृष्टिकोण को भी विस्तृत नहीं किया जाना चाहिये।

उक्त विवेचन के आधार पर मैं प्रार्थी की सेवामुक्ति के आदेश को उचित नहीं पाता और प्रार्थी को दो वेतन वृद्धियां संक्षयी प्रभाव से रोकी जाने का संशोधित आदेश पारित करता हूं। प्रार्थी को पुनः सेवा में लिये जाने का आदेश देता हूं, परन्तु प्रार्थी के सेवा समाप्ति होने से सेवा में लिये जाने के दिन तक 50 प्रतिशत वेतन भुगतान किये जाने का आदेश देता हूं। निलम्बन काल का बकाया भुगतान भी प्रार्थी प्राप्त नहीं कर सकेगा।

परिस्थितियों के अनुसार दोनों पक्षकारान खर्चा मुकदमा अपना-अपना वहन करेंगे।

पंचाट सचिवार्थ केन्द्र सरकार को प्रेषित किया जाये।

पंचाट आग दिनांक 14-12-1994 को खूले न्यायालय में लिखा गया जाकर सुनाया गया।

श्रीम प्रकाश गुप्ता, न्यायाधीश

